



**RULES (CONTRACTUAL TERMS) OF THE SERVICING
OF BANK ACCOUNTS AND REMOTE SERVICING OF CORPORATE BUSINESS CLIENTS OF JSC "UKRSIBBANK"**
(with all amendments)

These "Rules (Contractual Terms) of Servicing of Bank Accounts and Remote Servicing of Corporate Business Clients of JSC "UKRSIBBANK" (hereinafter referred to as the Rules) are a proposal to conclude an agreement on terms established by the Bank and are used to settle the relations under agreements between the Bank and the Clients that contain references to these Rules.

The Rules do not apply to the settlement of relations under any other agreements to which JSC "UKRSIBBANK" is a party, except as specified above.

These Rules establish terms of service for business entities, both residents and non-residents, separate units of legal entities, representative offices of Corporate Banking clients of JSC "UKRSIBBANK" concerning:

- The procedure for opening, servicing, closing the current account (s) and/or
- The procedure for providing services through the remote service system.

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

THE TERMS USED IN THE TEXT OF THE RULES ARE USED IN THE FOLLOWING MEANING:

Open Key is an open key in the meaning of the Law "On Electronic Trust Services".

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

Agreement shall mean a Bank Account Agreement with all appendices thereto, including Tariffs, additional agreements concluded, Applications (including those sent by the Client via the workflow system) accepted by the Bank in accordance with the terms and conditions of the Agreement, together with these Rules, as well as the agreement (additional agreement or any other document) based on which the relevant Agreement has been transferred under these Rules.

Bank Account Agreement shall mean a Bank Account and Remote Servicing Agreement (with the Rules), concluded between the Bank and the Client on the terms of these Rules, without any appendices.

Agreement Serviced by the Remote Servicing System shall mean an Agreement and/or a deposit, loan or other agreement concluded or to be concluded between the Bank and the Client for the servicing of which the Remote Servicing System is used.

Additional Protection Means shall mean protection means that are applied/may be applied for additional protection and/or verification of the ownership and integrity of the information being formed, transmitted and/or processed electronically through the Remote Servicing System.

Client shall mean both a resident and a non-resident of Ukraine - a business entity, a separate subdivision of a legal entity, persons acting on the basis of a joint venture agreement without establishing a legal entity, a representative office (permanent, official) that has entered into an Agreement with the Bank.

Electronic Document shall mean a document, the information in which is recorded in the form of electronic data, protected by the Qualified Digital Signature and/or additional security means and presented in a format suitable for the corresponding software resources, through which the Electronic Document is created; may be generated, transmitted, stored and reproduced electronically in a visual form or on paper. The Electronic Document has the same legal force as a paper document.

Qualified Digital Signature shall mean a qualified electronic signature in the sense of the Law "On Electronic Trust Services".

Legislation shall mean the applicable legislation of Ukraine and normative legal acts of the National Bank of Ukraine and executive authorities.

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

Tariff Package Change Application shall mean a statement in the form established by the Bank submitted by the Client of the Bank through the Remote Servicing System to change the previously selected Tariff Package to another Tariff Package valid at the Bank upon filing the Application, in accordance with the procedure established by the Agreement.

Individual Tariff Application shall mean a statement in the form established by the Bank, submitted by the Client of the Bank through the Remote Servicing System, to establish the individual cost of providing a separate type of service (conducting a separate type of transaction) and/or to establish an additional fee for settlement and cash servicing of the Account in accordance with the procedure established by the Agreement.

Interest Accrual Application shall mean a statement in the form established by the Bank submitted by the Client of the Bank through the Remote Servicing System to accrue interest for using funds in the Account by the Bank in accordance with the procedure established by the Agreement.

Instructions shall mean user manuals for work with the Remote Servicing System, which are posted on the Internet at: <https://corporate.ukrsibbank.com/> or at any other source that will be communicated to the Client by the Bank through the Remote Servicing System or otherwise. Instructions are an integral part of the Agreement.

Key Information Carrier shall mean an external storage medium for storing and using the key.

Periodic Fee shall mean a commission for settlement servicing of the Account, which the Client pays in accordance with the effective Tariffs of the Bank in the specified period for a certain period of servicing of the Account by the Bank.

Product shall mean current bank accounts opened in accordance with the Agreement, the Client's deposit accounts opened under Deposit

Agreements, as well as loans and/or other services/a set of services provided by the Bank to the Client.

Servicing Branch shall mean a Branch of the Bank, where the complete list of cash and settlement transactions on the Account is carried out, as provided by the Legislation.

Personal Key shall mean a personal key in the meaning of the Law "On Electronic Trust Services".

Regional Branch shall mean a Branch of the Bank, where a limited list of cash and settlement transactions on the Account may be carried out. The Regional Branch may be any branch of the Bank, except the Servicing Branch.

One-off Fee shall mean a commission for a one-time service of the Bank, which the Client pays simultaneously with the relevant transaction on the Account and/or provision of services in accordance with the terms of the Agreement and the applicable Tariffs.

Account shall mean a current account opened by the Bank for the Client in accordance with the terms of the Agreement and specified in the relevant supplementary agreement to the Bank Account Agreement. If several current accounts are opened under the Agreement, then the term "Account" in the text of the Agreement shall be understood to mean any and/or all the Accounts.

Open Key Certificate shall mean a public key certificate in the sense of the Law "On Electronic Trust Services".

Remote Servicing System (RSS) shall mean a set of software and hardware used by the Client and the Bank in the relevant parts as well as organizational measures held by the Client and the Bank in order to provide services to the Client in accordance with the Agreement, namely "StarAccess", "UKRSIB business "or another system implemented by the Bank for the purpose of remote servicing of the Client.

Tariff Package shall mean a list of effective Tariffs, formed by the Bank according to a certain criterion, when chosen by the Client the Bank performs for the settlement and cash servicing of the Client's Account according to the specified Tariffs.

Tariffs shall mean Tariffs of the Bank, which determine the main terms of service of the Account, which are approved in accordance with the Bank's internal regulations and which the Client can familiarize with at the premises of the Bank's institutions, as well as tariffs, established on an individual basis in accordance with the terms of the Agreement.

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

Section 1. SCOPE OF THE AGREEMENT

1.1. On terms and in the manner prescribed by the Agreement, the Bank:

1.1.1. opens the Account (s) for the Client for the storage of cash and settlement and cash servicing in accordance with the terms of the Agreement and the requirements of the Legislation,

1.1.2. carries out remote servicing of the Client's products through the Remote Servicing System.

Section 2. CASH AND SETTLEMENT SERVICES

2.1. Opening of the Account.

The Bank opens the Client's Account on the basis of the concluded Bank Account Agreement and other documents in accordance with the requirements of the Legislation and the Bank's internal regulations.

The Client determines the type, currency, Tariff Package of the Account. The Account number, information on the type, currency and Tariff Package are indicated in the relevant supplementary agreement to the Bank Account Agreement. The opening of each new Account shall be effected by concluding by the Parties a relevant supplementary agreement to the Bank Account Agreement.

Opening an Account in a foreign currency is possible only on condition of preliminary opening of the Account in national currency for payment of services of the Bank in accordance with the Tariffs.

2.2. Servicing of the Account.

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

2.2.2. The Parties have agreed on the following procedure for settlement and cash servicing:

- in the Servicing Branch where the Account is opened, any settlement and cash transactions are performed in accordance with the Legislation and the Agreement;

- upon a written application of the Client, the Regional Branches may be defined, where the Client can be provided with the following services:

a) withdrawals in cash,

b) cash deposits.

In a written application, the Client determines the relevant Account, currency of the Account, number and address of the Regional Branch and the period during which the Client wants to maintain the Account at Regional Branches. The Bank provides these services in the relevant Regional Branches from the date specified in the relevant application, but not before the next day of the receipt of the relevant application by the Bank.

Upon a written request, a list of Accounts under which the Banks may provide the above services, and/or Regional Branches and/or service period may be changed.

For servicing the Account in the Regional Branch, a fee shall be charged in accordance with the Bank's Tariffs.

2.2.3. The Client pays to the Bank the One-off Fee upon provision of the service (carrying out a transaction) and Periodic Fees on the day of the calculation of these fees in accordance with the applicable Tariffs.

In case of insufficient funds on the Client's Account for payment of the Periodic Fee, the Client shall ensure its repayment within 7 (seven) calendar days from the date of its charging in accordance with the terms of the Agreement.

2.2.4. The Bank carries out settlement and cash servicing of the Client under the Agreement within the balance of funds available on the Account, provided that the amount of the balance is sufficient for execution of a settlement and/or cash document submitted by the Client, simultaneous payment of the One-off Fee by the Client to the Bank for the provision of the service (conducting transactions), and in the absence of arrears on payment of the Periodic and/or One-off Fee, on the basis of settlement, cash documents of the established forms provided by the Client and executed in accordance with the requirements of the Legislation, Bank and terms of the Agreement. In case of insufficient funds on the Client's Account for execution of its settlement and/or cash documents and payment of the fee of the Bank for their execution, as well as repayment of arrears under the Agreement and other agreements entered into between the Bank and the Client, the amount of such Client's debts shall be debited by the Bank as a matter of priority, and the accepted settlement and/or cash documents of the Client are returned without execution in the manner prescribed by the Agreement.

2.3. Procedure for submission of settlement documents and their execution. Crediting of funds to the Account.

2.3.1. The Client's settlement document may be either in paper or in soft copy. An electronic settlement document has the same legal force as a paper document. An electronic settlement document is submitted by the Client through the Remote Servicing System.

2.3.2. Submission to the Bank of paper or electronic settlement document is carried out by the authorized person of the Client. Documents

returned by the Bank are received by the authorized person of the Client in accordance with the terms of the Agreement.

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

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

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

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

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

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

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

2.3.4. The priority of execution of settlement documents of the Client by the Bank shall be determined by the Legislation, except in cases specified by the Agreement.

2.4. Delay of execution of transactions and refusal to carry them out.

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

- a) if the Client's Account does not have sufficient funds to execute the settlement and/or cash document submitted by the Client, simultaneous payment to the Bank of the One-off Fee and repayment of arrears of the Periodic and/or One-off Fee in full in the presence of such indebtedness; and/or
- b) if the services/operations requested by the Client are not provided by the Tariffs or the Bank does not have the technical possibilities for their provision/execution; and/or
- c) if, in respect of the Client's operation, there is a suspicion that it contains features that are subject to financial monitoring in accordance with the law or is subject to existing restrictions (sanctions) in accordance with the legislation and/or the extraterritorial law; and/or
- d) if the Client has not provided the Bank with the documents and/or information on the nature of the financial transaction and/or the identification of persons who take part in its implementation and/or contracts and other documents proving the existence of grounds / obligations to perform currency transaction in the cases and in the manner prescribed by the Legislation and / or internal regulations of the Bank; and/or
- e) if the Client fails to provide the Bank with the documents and/or information necessary for the Bank to perform the procedure for clarifying the information on the identification and examination of the Client (in particular, but not limited to: information/documents concerning the financial condition of the Client and the content of its activities; carrying out an assessment of the financial condition of the Client; determining the relation of a Client (a person acting on his behalf) to national or foreign politically exposed persons, persons performing political functions in international organizations or persons associated with them; determining the place of residence or place of stay or place of temporary stay in Ukraine); and/or
- f) if the services requested by the Client are subject to the restrictions established either by the Legislation, the Legislation on Extraterritorial Jurisdiction and/or internal regulations of the Bank; and/or
- g) violation by the Client of the procedure for using the funds on the Account established by the Law; and/or
- h) presence of facts testifying to violation by the Client of bank rules of registration of payment instruments and/or in case of doubt of the authenticity of settlement/cash and/or other documents submitted by the Client; and/or
- i) in other cases stipulated by the Legislation and/or the Agreement.

2.4.2. The Bank refuses to provide the Client with the services (conducting of transactions) and/or the execution of the settlement and/or cash documents provided by the Client under the Agreement in the following manner:

- in case of refusal to execute a paper settlement document and/or a cash document - by returning to the Client without executing its settlement document and/or cash document. On the reverse side of the settlement document, the Bank shall indicate the date and reason for the return without execution (this is certified by the signatures of the responsible executing officer of the Bank and the employee, which performs the controller's function, and is sealed the Bank);

- in case of refusal to execute an electronic settlement document – the Bank shall inform the Client about the failure to execute an electronic document through the Remote Servicing System, indicating the date and reasons for its return without execution.

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

The paper settlement and/or cash documents shall be returned without execution to the Client when the Client initiates a transaction at the Bank's cash desk or simultaneously with the provision of the Client a statement from the Account in accordance with the terms of the Agreement.

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

2.5. Account statements

At the request of the Client, the Bank prints an Account statement, subject to the availability of movement of funds on the Account. A printed statement shall be provided to the Client not earlier than on the next business day following the day of carrying out transactions on

the Account. The Account statement may be provided to persons listed in the list of persons, who in accordance with the Legislation have the right to manage the Client's account and sign the settlement documents, or to the authorized person of the Client on the basis of the power of attorney.

The Bank transfers/returns to the Client its settlement documents confirming the debiting/crediting of funds from/to the Account or other documents to the authorized person of the Client or together with an Account statement on the day it is provided to the Client, unless otherwise provided by the terms of the Agreement.

2.6. Erroneous transfer.

In case of incorrect crediting by the Bank of funds to the Account through the Bank's fault, the Client entrusts the Bank, and the Bank has the right, first of all, to debit such mistakenly credited funds and transfer them to the proper recipient from the Account by a memorial order, and the Client guarantees that he/she will not have demands to the Bank regarding damages.

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

2.7. Procedure cash receipt and cash withdrawal by the Client.

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

2.7.2. The procedure for depositing of cash proceeds to the Bank is determined by the Client independently: with the help of the cash collection service or the authorized person of the Client in the Bank's cash desk.

2.7.3. Cash proceeds can be deposited to the Client's Account at its choice, if permitted by the regime of this Account.

2.7.4. The cash proceeds received by the Bank during the operating time shall be credited by the Bank to the Account on the day of receipt in accordance with the terms of the Agreement. The cash proceeds received by the Bank after the operating hours shall be credited by the Bank to the Account on the next business day in accordance with the terms of the Agreement.

Section 3. TERMS OF REMOTE SERVICE

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

- **remote product services:** conducting payment transactions, obtaining banking services, managing the Client's Products and obtaining information about Products and transactions.

- **electronic exchange of information with the Bank:** formation and sending of electronic documents to the Bank (including applications, requests, confirmation documents on transactions, etc.), receipt of electronic documents and communications from the Bank, exchange of information with the Bank.

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

3.3. For the connection and use of the Remote Servicing System, the Client must make a primary registration in the Remote Servicing System in accordance with the Instructions and ensure that its authorized persons receive personal keys and provide the Bank with the relevant documents for the granting of authority and rights of access to such authorized persons, unless otherwise stipulated by the Instructions and provided that such procedure does not contradict the legislation. From the date of signing by the Bank of the documents necessary and sufficient at the discretion of the Bank to grant authority and rights of access to the authorized persons of the Client, the Agreement enters into force in the part of the terms of servicing the Remote Servicing System and in the part of work with electronic documents.

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

- that the Client's Open Key specified in the Open Key Certificate is held by the Client or the authorized representative of the Client, and
- that before he/she starts working in the Remote Servicing System, he/she has got acquainted with the instructions and has committed to them, and
- that he/she acknowledges the sufficient method of protecting electronic documents using cryptographic means, in particular the Qualified Digital Signature, which is attached to an electronic document (including settlement ones) through the Remote Servicing System.

3.5. The Bank has the right to make changes to the Instructions. In case of amendments, the Bank shall post the relevant notice and the Instruction (taking into account changes) on the Bank's website. The use by the Client of the Remote Servicing System following the amendment of the Instruction is considered to be the Client's consent to continue servicing under the Agreement, taking into account the changes made to the Instructions.

3.6. The settlement documents, applications of the Client, and other electronic documents sent by the Client to the Bank using the Remote Servicing System shall:

- contain all necessary information specified by the requirements of the Legislation; and
- contain the Qualified Digital Signature of the Client's authorized persons in accordance with documents provided by the Client to the Bank under the terms of the Agreement; and
- be formed and/or submitted and/or confirmed by Additional means of protection if their use is stipulated by the terms of the Agreement.

3.7. The settlement and other electronic documents are not considered by the Bank and will not be processed if:

- such documents do not have the required amount of the Qualified Digital Signatures of the Client, or
- the Qualified Digital Signature is incorrect, or
- there is a suspicion of compromising key information, or
- such documents are generated/filed without the use of Additional Protection Means or they are not confirmed by Additional Protection Means, if provided for by the terms of the Agreement.

3.8. When servicing the account through the Remote Servicing System, the Client is not allowed to form electronic settlement documents based on settlement documents with attachments (check registers, registers of documents on a letter of credit, etc.), as well as to form electronic settlement documents based on payment demands. The said documents must be submitted to the Bank on paper.

3.9. In order to ensure the confidentiality of the information which is sent by means of the Remote Servicing System and which, in accordance with the legislation, is confidential or contains banking secrecy, such information should be forwarded in a secure manner (using cryptographic or other means of protection of information complying with the requirements of the legislation). By signing the Agreement,

the Client agrees that certain financial and other confidential information transmitted using the Remote Servicing System and not containing banking secrecy and/or not allowing identification of the Client may be transmitted through unprotected communication channels, for which the Client gives consent to the Bank, which is confirmed by signature under the Bank Account Agreement.

3.10. The Parties have agreed that an electronic document transmitted through the Remote Servicing System and signed by the Qualified Digital Signature of the Client's authorized representatives and confirmed/protected by other Additional Protection Means, if used in accordance with the Agreement, sent by the Client to the Bank, on the basis of any Agreement serviced by the Remote Servicing System, is equal in its legal force to a document on a paper carrier, signed by a personal signature of such persons.

3.11. The responsibility for the accuracy of the information contained in the details of the electronic document is borne by the person who has signed the document with his/her Qualified Digital Signature.

3.12. The Parties acknowledge that the forgery of the Qualified Digital Signature of the Client is impossible without knowledge of the Client's Personal Key.

3.13. The Parties recognize the Qualified Digital Signature tool used in the Remote Servicing System for the transmission of electronic documents from the Client to the Bank using the means certified by State Service for Special Communications and Information Protection of Ukraine or its successors in the field of cryptographic activity licensing as sufficient for the identification of the Client (its authorized representative) and the confirmation of the integrity of the data in electronic form.

3.14. The Client confirms that he/she fully understands the possibility of unauthorized access to the Remote Servicing System, occurrence of losses, etc., which may occur as a result of the Client's refusal to use the Additional Protection Means or as a result of transactions without the use of Additional Protection Means for an amount not exceeding the limit set by the Client. In this regard, the Client confirms that he/she does not have and will not have any claims to the Bank and/or will not demand compensation from it for any losses.

3.15. The Parties recognize Kyiv time as the only time scale when working with the Remote Servicing System. The control time is the time of the system clock of hardware of the Bank.

3.16. In case of receipt of several electronic documents of the same content under the same document number and/or simultaneous receipt of several documents of identical content in paper and/or electronic form to the Bank, the Bank accepts each separate document for execution or refuses to execute in accordance with the requirements of the Agreements, which are served by the Remote Servicing System, unless otherwise specified in the Instructions. In this case, the Client shall bear responsibility for simultaneous submission of documents in paper and/or electronic form.

3.17. In cases of compromise of key information, including unauthorized access, loss, theft of Key Information media, or in the event of such suspicion or threat, the Client shall immediately terminate electronic payments and other transactions through the Remote Servicing System, take measures to block the compromised key information and notify the Bank of it in any convenient way, as well as in writing in the shortest possible time. In order to continue servicing through the Remote Servicing System, the Client must complete the procedure for generating keys and obtaining new Open Key Certificates in the manner prescribed by the Instructions.

3.18. Information on the status of the Account, its turnover, flow of funds on the Account, as well as other information about the Products provided by means of the Remote Servicing System under the Agreement serviced by means of the Remote Servicing System, may be given to another authorized person on the basis of the instructions of the Client, made in writing.

Such information may be sent through both secure and unprotected communication channels, but unprotected communication channels may only transmit information that does not contain bank secrecy and/or does not allow identification of the Client.

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

4.1. The Bank has the right to provide the Client with services for the purchase/sale/exchange of non-cash foreign currency (hereinafter in this Section of the Rules referred to as the Services). The services are provided taking into account the requirements of the Law, as well as the technical capabilities of the Bank and the peculiarities of the implementation of processes in the Bank.

Obligatory sale of non-cash currency is carried out in accordance with the procedure established by the Legislation and provided that it is stipulated by the Legislation and in the sense of this Section of the Rules does not belong to the Services.

The Client instructs the Bank in the cases established by the Legislation to sell the foreign currency purchased by the Bank on behalf of the Client, which has not been transferred for its intended purpose within the period established by the Legislation.

The sale of the Client's currency based on a separate agreement is carried out at the rate set for applications for sale in accordance with clause 4.4.3 of this Agreement, unless otherwise provided by such a separate agreement.

4.2. Services for the purchase/sale/exchange of non-cash currency are provided to the Client in the presence of the Client's open current accounts in the respective currencies required for the provision of the Service (for the debiting of funds for the transaction and for the transfer of funds as a result of the transaction).

4.3. In order to receive the Services, the Client submits an application for purchase/sale/exchange of non-cash currency to the Bank in the form established by the Bank, which must contain the following mandatory details:

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

- Exchange rate of purchase/sale/exchange of non-cash currency.

The application for currency transactions shall be submitted:

- for the currency purchase/sale - no later than 2:00 pm (except for applications submitted in accordance with clause 4.4.1, clause 4.4.3) on the date of purchase /sale of the non-cash currency specified in application ;

- for the foreign currency exchange - no later than 3:00 pm on the date of exchange specified in application.

4.4. The purchase/sale/exchange rate is determined based on the Client's application for currency transactions. The Client has the right to specify the method of the exchange rate determination in the application for currency transaction (at the rate specified by the Client in the application, or at the rate of the Bank.

4.4.1 The Parties have agreed on the following procedure for setting the rate if the Client indicates in the application that is submitted to the Bank in electronic form via the Remote Servicing System - "rate of the main trading session":

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

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

4.4.2 The Parties have agreed on the following procedure for setting the rate if the Client indicates in the application that is submitted to the Bank in electronic form via the Remote Servicing System - "the rate of the additional trading session":

- for applications for the purpose of buying / selling submitted within the time specified in clause 4.3 for their acceptance, a rate is set, which may differ from the rate formed by the Bank based on the results of the main trading on non-cash Ukrainian currency market. The Bank executes applications submitted after the time specified in clause 4.3 on the next banking day.

4.4.3 The Parties have agreed on the following procedure for setting the rate if the Client indicates in the application that is submitted to the Bank in paper form - "at the rate of the bank":

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

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

4.4.4 The Parties have agreed on the following procedure for setting the rate if the Client indicates in the application submitted to the Bank - " at the rate of the bank":

- for applications for the purpose of exchange, submitted within the time specified in clause 4.3 for their acceptance, the Bank's rate is set, which formed by the Bank based on the results of the trading on non-cash Ukrainian currency market. The Bank executes exchange applications submitted after the time specified in clause 4.3 on the next banking day.

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

- by providing the Client with a his/her copy of the application for currency transactions with a note of performance, if such an application is performed in a paper form, or

- by changing the status of the application for currency transactions in the Remote Servicing System for the status of 'executed', if such an application is performed by the Client via the Remote Servicing System.

The Bank informs the Client about the performed currency transactions (taking into account the information on the purchase / sale / exchange rate of foreign currency at which each transaction was performed) by specifying this information in the account (-s) statement generated in the manner prescribed by this Agreement.

4.6. In cases stipulated by the Legislation and internal regulations of the Bank with the application for the purchase/exchange of non-cash foreign currency, the Client shall additionally submit supporting documents(originals or duly certified copies in electronic / paper form from original documents on paper form) proving the existence of reasons/obligations/purposes for the transaction to purchase/exchange non-cash foreign currency. The list and content of supporting documents are established in accordance with the Law and the requirements of the Bank.

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

In case of filing an application for purchase/sale/exchange of non-cash currency and supporting documents (if necessary) in electronic form, the documents must contain the relevant Qualified Digital Signature of the Client's authorized representative.

4.8. After conducting a transaction for the purchase/sale/exchange of non-cash currency, the Bank credit the purchased/exchanged currency to the relevant account indicated in the application for purchase/sale/exchange of non-cash currency.

4.9. The completed application for the purchase/sale/exchange of non-cash currency is stored electronically in the Remote Servicing System.

4.10. The Client has the right to withdraw from the Bank the application for purchase / sale / exchange of non-cash currency until the moment of its execution by the Bank in accordance with the procedure established by the Legislation.

In case of withdrawal of the application by the Client, he is obliged to reimburse the Bank's expenses related to such withdrawal. The letter of withdrawal of the application is submitted by the Client in paper form or in electronic form by means of the Remote Servicing System. Such a letter must also contain a mandatory order for the Bank to carry out a refund to the appropriate account of the Client. By signing a letter to return the application, the Client confirms the obligation to reimburse the Bank's expenses associated with such a withdrawal and agrees to their maintenance by the Bank from the amount of the returned funds. The bank may refuse to execute the letter on the return of the application in the following cases:

- the letter does not meet the requirements for its content and design established by the Legislation and this Agreement;

- the letter has been submitted to revoke the application, the implementation of which has already begun by the Bank or the application has already been executed.

4.11. The Bank has the right to return the application without execution for purchase/sale/exchange of non-cash currency in the following cases:

- in the presence of a violation by the Client of any provision of the Agreement or other agreement entered into between the Parties;

- insufficient funds on the account of the Client for the transaction;

- absence, insufficiency or inadmissibility, in the opinion of the Bank, of supporting documents;

- receipt of a refusal to register the Client's currency transaction by the Bank in the automated information system of the National Bank of Ukraine "Currency Transaction Limits" (when the Client submits the application for the purchase of non-cash currency without reason / obligation);

- inaccessibility of the requested currency;

- in the absence of offers for the purchase/sale/exchange of non-cash currency at the rate specified by the Client in the relevant application;
- if the application is executed or filed improperly or submitted later than on the time specified by the Agreement;
- presence of any restrictions in relation to the Client's accounts used for the provision of the Service, or to the Client's right to dispose with such accounts;
- in the event that the provision of the Service violates or may, in the opinion of the Bank, lead to a breach of the Law or the Legislation on Extraterritorial Jurisdiction.

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

4.13. The application for the purchase / sale / exchange of non-cash currency is accepted by the Bank within 30 calendar days from the date of its formation. The application is terminated early by its execution/ return without execution by the Bank or the withdrawal of the application by the Client for the full amount in the manner prescribed by the Legislation and clause 4.10 of this Agreement.

Section 5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Bank is entitled to:

5.1.1. Use the funds on the Client's Account, guaranteeing the right of the Client to freely dispose of these funds in accordance with the terms of the Agreement.

5.1.2. Deny the Client in the provision of services under the Agreement in case of violation by the Client of the terms of the Agreement, as well as in other cases stipulated by the Agreement.

5.1.3. Require the Client to provide full information on export, import, leasing and other currency transactions, which are settled through the Account in the Bank, as well as require reporting provided by regulatory acts of the NBU (for cash borrowed from a non-resident, etc.) in accordance with the requirements of the Legislation, for the Bank to act as a currency supervision agent and other documents and/or information.

5.1.4. Modify/establish Tariffs and/or Tariff Package and/or interest rate for using funds in the Account by the Bank in accordance with the procedure specified by the Agreement.

5.1.5. Refuse to the Client to change the Tariffs and/or Tariff Package and/or interest rate for using funds in the Account the Bank and/or establishing an Individual Tariff on the Account if the initiative on such change comes from the Client.

5.1.6. Debit funds from the Account on behalf of the Client (including by way of contractual debit) and/or on the basis of payment demands, cash collection orders (instructions) of the collectors in the order and in cases stipulated by the legislation and/or terms of the Agreement.

In case of debiting of funds on the basis of payment demands, cash collection orders (instructions) of collectors, in case of necessity to make a purchase, sale of currency and/or conversion of available cash from one currency to another, payment of necessary commissions for conducting corresponding payments in currency and making any payments stipulated by the legislation, on the day of payment, shall be reimbursed at the expense of the Client.

5.1.7. Require the Client to provide the documents and information necessary to determine the identity, essence of activity, financial condition, information on financial transactions, etc..

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

5.1.9. As part of the Remote Servicing System:

- provide the Client with an optional Additional Protection Means at the Client's choice; and/or
- introduce obligatory Additional Protection Means, if their provision (for the first time) is free of charge. The Bank shall notify the Client through the Remote Servicing System of the introduction of mandatory Additional Protection Means.

5.1.10. Revoke/temporarily block the Client's Open Key Certificate (its authorized representative) in case of violation by the Client of the rules of use/storage of key information or the availability of information about the compromise of the Personal Keys or in the event of suspicion of compromising the Client's key information.

5.2. The Client is entitled to:

5.2.1. Use the Account in accordance with the terms of the Agreement and the law.

5.2.2. Indicate in a payment order the date of value, which can not exceed 10 (ten) calendar days from the day of drawing up of the payment order.

5.2.3. In cases stipulated by the Law, and in the presence of sufficient funds on the Account, receive cash on the basis of a cash application submitted to the Bank in accordance with the terms of the Agreement.

5.2.4. Initiate a change in the Tariffs and/or Tariff Package and/or interest rate for using funds in the Account by the Bank in accordance with the procedure established by the Agreement.

5.2.5. In case of disagreement with the change of the Tariffs and/or other terms of service, discontinue the Bank's services and terminate the Agreement in accordance with the procedure established by the Agreement.

5.2.6. Choose any optional Additional Protection Means offered by the Bank. The Client has the right to choose several Additional Protection Means for their simultaneous use if the Bank has the technical capabilities for such simultaneous use.

5.3. The Bank undertakes:

5.1.3. To perform settlement and cash transactions in accordance with the requirements of the Law and the terms of the Agreement.

5.2.3. To ensure that funds are credited to the Account in accordance with the requirements of the Legislation and the Agreement.

5.3.3. To issue to the Client the statement from its Account on the terms specified in the Agreement.

5.3.4. To accept and issue cash in accordance with the legislation, internal regulations of the Bank and the terms of the Agreement.

5.3.5. To provide the approved Tariffs upon request of the Client.

5.3.6. Subject to the Client's initial registration in the Remote Servicing System and the provision to the Bank of the necessary documents for the formation of the Client's Open Key Certificate in accordance with the Instruction, to connect the Client to the Remote Servicing System and perform its servicing in accordance with the Agreement.

5.3.7. At the request of the Client (its authorized representative), to block the Client's active Open Key Certificate (its authorized representative) in the Remote Servicing System and to form a new Client's Key Certificate (its authorized representative) Certificate in accordance with the Instruction.

5.4. The Client undertakes:

5.4.1. To properly comply with the terms of the Agreement, the requirements of the legislation and internal Rules of the Bank, in particular, to ensure compliance with the requirements of the law on operation of the Account.

5.4.2. Not later than the next business day after the day of receipt of the Account statement, to inform the Bank of all noticed inaccuracies and errors in statements from the Account and/or other documents on non-acknowledgment (non-confirmation) of the balance of the Account.

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

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

5.4.5. To notify in writing the Bank of the change of the address of the location and/or actual address, phone numbers, changes in the composition of the executive body, in relation to any other changes in the information of the Client contained in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Formations and in respect of a the non-resident Client - in the information about the Client contained in the commercial, banking or court register / registration certificate of the local authority of the foreign state on registration of the non-resident Client in accordance with the legislation of the non-resident Client's location certified in accordance with the procedure established by the legislation of Ukraine, within three days from the date of registration of such changes and within the same time period, to amend the Client's statutes (or access to statutory documents) and changes in the documents regulating the powers of the members of the executive body of the Client.

5.4.6. To provide the necessary documents and/or other information for the Bank to carry out the functions of the currency supervision agent in accordance with the Legislation not later than within 3 (three) business days from the date of receipt of the request from the Bank.

5.4.7. To provide in full the correct information necessary for identification and/or verification of the Client, clarification of information on identification and/or verification of the Client, clarification of his/her identity, nature of activities and financial condition, to provide documents and/or information confirming the information concerning financial transaction, including contracts and other documents for the export-import transaction and/or other documents in accordance with the requirements of the Legislation and/or terms of the Agreement. Such information and documents are provided on request of the Bank, and in case of changes of such information/documents after their provision to the Bank, the Client shall provide relevant information and/or documents within three days after such changes.

5.4.8. To confirm the balance of the Account on January 1 of each current year. Failure of the Bank to confirm the balances on the Client's Account as at January 31 of this year is considered to be confirmation of the balance of the Account as at January 1 of this year on the part of the Client.

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

5.4.10. To notify the Bank in writing of the change of the state fiscal service body, in which the Client is registered, within 3 (three) business days from the date of such change.

5.4.11. In case of changing the taxpayer's status, to notify the Bank in writing of such change no later than the next business day from the date of change.

5.4.12. In case the Bank introduces mandatory Additional Protection Means in accordance with the Agreement, to sign the necessary documents for obtaining Additional Protection Means within 30 (thirty) calendar days from the date on which the Bank sends the relevant notice through the Remote Servicing System, if it is provided for by such notice and duly use the Additional Funds protection from the date of their introduction.

5.4.13. To notify the Bank in writing of the availability or receipt of special or exclusive rights to carry out activities that are subject to the regulation of the Government Procurement Law. Notification about the receipt of the specified special or exclusive rights shall be made by the Client no later than on the next business day from the date of their receipt.

Section 6. PROCEDURE FOR CHANGES OF THE TARIFFS AND/OR INTEREST RATES

6.1. The change of the Tariffs and/or Tariff Package and/or the amount of interest rate for using funds in the Account by the Bank, if it is established by the Agreement, on the Bank's initiative, the Client shall be informed by the Bank by placing the relevant messages on the billboards in the premises of the Bank's institutions and/or sending a message through the Remote Servicing System and/or other means. The Client shall be notified by the Bank of changes in the Tariffs and/or Tariff Package within 14 (fourteen) calendar days prior to the entry into force of these changes, on changing the interest rate for using funds in the Account by the Bank, if it is established by the Agreement, within 2 (two) working days.

In case of disagreement with the change in the Tariffs and/or Tariff Package and/or the amount of interest rate for using funds in the Account by the Bank, if it is established by the Agreement, the Client shall, by the date of entry into force of such changes, be obliged to inform the Bank in writing of it for resolving the issue of termination of the Agreement and closure of the Account.

The fact that the Bank does not receive written notice from the Client about the dissatisfaction with servicing on the new conditions prior to the date of entry into force of these conditions and the Client conducting an account transaction upon entry into force of the new Tariffs and/or Tariff Package and/or interest rate for using funds in the Account by the Bank, if it is established by the Agreement, confirms the Client's consent for its servicing on the new conditions, unless otherwise provided by the Agreement.

6.2. The Tariff Package previously chosen by the Client to another operating Bank's Tariff Package, change of Tariffs or interest rate for using funds in the Account by the Bank, on the initiative of the Client, is changed by:

- the conclusion by the Parties of the relevant supplementary agreement; or
- the submission by the Client of the relevant Application for the change of the Tariff Package or the Application for the establishment of an Individual Tariff or Application on the accrual of interest and acceptance of such application by the Bank in accordance with the procedure established by the Agreement.

The change of the Tariff Package on the initiative of the Client is charged according to Tariffs of the new Tariff Package.

6.3. In case of changing the Tariffs and/or Tariff Package and/or interest rate for using funds in the Account by the Bank, if it is established by the Agreement, the relevant supplementary agreement to the Agreement that is in effect on the date of the changes and/or an Application accepted by the Bank to replace the Tariff Package and/or Application accepted by the Bank for the establishment of an Individual Tariff and/or an accepted Application for interest accrual shall be terminated, unless otherwise provided by the said or other additional Agreement/Application.

6.4. The application for the change of the Tariff Package and/or the establishment of an Individual Tariff and/or interest accruals deemed accepted if the Bank has not sent through the Remote Servicing System a notice of refusal to accept such Application on the date of its

receipt by the Bank. Applications submitted to the Bank after 16:00 hours of the working day or on a non-working day are deemed to have been received by the Bank on the next business day. The notice of refusal to accept the Application shall be made by indicating in the Application, not accepted by the Bank, the Bank's notes regarding the rejection and/or non-processing of the Application.

In the event of any dispute between the Parties regarding any Application, the Parties have agreed that the Bank shall serve the Client under the terms and conditions valid until the Client submits the Application for which the dispute arises.

Section 7. CONTRACTUAL DIRECT DEBIT

7.1. The Client entrusts the Bank with the contractual debiting of the Client's debts to the Bank for the services rendered (transactions performed) under the Agreement and/or other agreements concluded between the Bank and the Client.

7.2. The contractual direct debit is carried out in the amount of the debt in accordance with the Agreement on the date of the occurrence of such debt and/or the amount of debt in accordance with another agreement concluded between the Bank and the Client and from the date on which, under such agreement, the Client has an obligation to pay debts to the Bank, unless otherwise specified by such agreement between the Bank and the Client. In this case, if such contractual direct debit by the Bank is used, the order of the Client regarding the contractual direct debit has priority in relation to other settlement documents of the Client.

Section 8. Liabilities of the Parties. PROCEDURE FOR CONSIDERATION OF DISPUTES

8.1. In the event of non-fulfillment or improper fulfillment of obligations under the Agreement, the Parties shall bear liability in accordance with the Legislation, unless otherwise provided by the Agreement.

8.2. The Client is liable for complying with the requirements of the Law on the use of funds on the Account (Account Mode) and shall, at the request of the Bank, fully compensate losses incurred as a result of the Client's violation of use of funds on the Account.

8.3. The Client is liable for the accuracy of the content of the settlement/cash document issued by it, as well as for completeness and timely payment by the Client of taxes, fees/insurance premiums (mandatory payments).

8.4. The Client is liable for the compliance of the information indicated in his/her payment/cash document with the essence of the transaction.

8.5. In case of untimely debit/credit of funds from/to the Account/s of the Client, if it happens through the fault of the Bank in violation of the terms of the Agreement, the latter shall pay the Client a penalty in the amount of 0.01% of untimely payment for each day of delay, but not more than 0, 1% of the transfer amount.

8.6. The Bank shall not be liable for non-receipt or untimely receipt by the Client of written correspondence sent to its address specified in the Agreement in case of change of details and/or the location of the Client without notice to the Bank of such changes.

8.7. The Bank is not liable to the Client and/or third parties for the delay in conducting the transaction and/or refusal to provide the Client with the service and/or to carry out the transaction if they are not provided by the Bank's Tariffs or the Bank does not have the technical capacity for conducting/rendering and/or the provision of the service and/or transaction is impossible through no fault of the Bank and/or in other cases stipulated by the Agreement. The Client guarantees that it will not have any claims to the Bank if the transaction is denied or delayed in accordance with the terms of the Agreement.

The Client shall inform its counterparties in advance about possible delays in the execution of the transaction or the refusal to carry out the transactions provided for by the Agreement.

8.8. The Bank is not liable for refusing to provide the Client with the service and/or to carry out a transaction and/or execute settlement and/or cash documents provided by the Client if such refusal is conditioned by the terms of the Agreement, which lead to a violation of the terms and/or completeness of the transfer of taxes, charges (obligatory payments) to the budgets or state target funds established by the legislation.

8.9. The Bank is not liable for disclosing information about the Client and/or the essence of the Client's financial transactions to third parties, subject to compliance with the requirements of the Agreement.

8.10. Disputes arising during the term of the Agreement shall be resolved through negotiations. In case of failure to reach agreement, the dispute is considered in court in accordance with the Legislation.

Section 9. THE CLIENT'S CONSENT FOR INFORMATION PROCESSING

9.1. Upon conclusion of the Agreement, the Client gives the Bank its consent and the right to collect, store, process, use, distribute, transmit and receive information (data of the Client, know to the Bank and/or to third parties in connection with the conclusion and implementation of this Agreement, including banking and commercial secrets):

- information required when entering into agreements on the assignment of the right to claim and/or the transfer of debt under the Agreement and/or the conclusion of other civil law agreements in accordance with the Legislation to the relevant individuals and legal entities that are party to such agreement;

- information required by third parties to perform their functions or provide the services of the Bank, including, but not limited to, services for the custodian storage of documents, archives, measures to settle the existing debts of the Client, etc., in accordance with the agreements concluded between such persons (organizations) and the Bank;

- information required in other cases in accordance with the requirements of the Legislation and/or the Bank's internal regulations and/or the Extraterritorial Law and/or to apply sanctions and/or other measures in the field of financial monitoring, including sanctions of the US Office of Foreign Assets Control (OFAC), the requirements of the US Foreign Account Tax Compliance Act (FATCA), etc.

The transmission and/or dissemination of the above mentioned information about the Client is possible only for the purposes specified in this paragraph, but only to persons who have been given the necessary powers to obtain the relevant information in accordance with the norms of the Legislation and/or the Legislation on Extraterritorial Jurisdiction and/or relevant agreements (if any and if necessary to conclude) and/or for the implementation of sanctions and/or other measures in the field of financial monitoring.

The Client agrees to transfer information about it in accordance with this paragraph through the communication channels that are used by the Bank for the transmission of such information and are protected.

By signing the Bank Account Agreement, the Client certifies that he/she understands and agrees with the regime of use of the information specified in this clause of the Agreement.

The Parties have agreed that the Client will not have any claims to the Bank in case of any actions by the latter specified in this paragraph.

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

9.2. In cases of submission by non-resident banks that have correspondent relations with the Bank and through which the Client's financial transactions are carried out, of official requests to the Bank regarding the provision of information regarding the identification of the Client, namely: the documents and information necessary to ascertain the identity of the Client, the nature of its activities and financial condition,

etc., and/or information on the essence of the financial transaction performed by the Client, serviced by such non-resident bank, the Client gives the Bank the right to notify/provide the non-resident bank with the requested information and/or copies of documents.

9.3. The Bank informs the Client that the Bank is a member of BNP Paribas Group (France), and the Client understands and agrees that any information received by the Bank in relation to the Client may be used within BNP Paribas Group (France).

The Bank, as part of BNP Paribas Group, complies with the requirements of the anti-money laundering/terrorism financing legislation and standards of BNP Paribas Group, as well as international financial sanctions, embargoes and fight against corruption.

Section 10. PECULIARITIES OF SERVICING OF THE CURRENT ACCOUNTS OF THE NON-RESIDENTS CLIENTS - BUSINESS ENTITIES

10.1. Unless otherwise established or derived from the provisions of this section of the Rules the provisions of the Rules apply to the relationship with Clients – business entities – non-residents on opening, servicing, closing current Accounts (except investment accounts), including the execution of transactions for the purchase/sale/exchange of non-cash currency, and servicing of products in the Remote Service System.

10.2. Within the framework of this Agreement, non-resident Clients - business entities are not provided with services for cash receipt and/or cash withdrawal (delivery of cash proceeds) from / to the current Account (s), services for crediting the Account (- s), i.e. for overdraft facility, and for contractual direct debit that performs in accordance with Section 7 “CONTRACTUAL DIRECT DEBIT” of these Rules.

10.3. In order to ensure the functions of a currency control agent over transactions of the non-residents Clients - business entities, the Bank is obliged first credit the funds received by this Client to a distribution account (except for the funds obtained for foreign exchange trading operations on the Ukrainian currency market, transferred from other own accounts of this Client, obtained as interest accrued on the balance of this Client's account).

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

10.4. In order to perform the functions of a tax agent, the Bank has the right in the cases and in the manner prescribed by the tax legislation of Ukraine, when paying income in favor of non-resident Clients, to withhold from the amount of income paid by the Bank in favor of such Clients, income tax with a source of their origin from Ukraine.

Section 11. PROCEDURE FOR THE CONCLUSION, EXCHANGE, AND TERMINATION OF THE AGREEMENT

11.1. The Agreement enters into force from the date of signing by the Parties of the Bank Account Agreement, and in respect of servicing through the Remote Servicing System from the date specified in the Agreement. The agreement is entered into for an indefinite period. The Agreement shall be terminated with the consent of the Parties or in cases specified by the Legislation and/or the Agreement.

11.2. Upon the conclusion of the Bank Account Agreement, each Party undertakes to endorse each page of the Bank Account Agreement by signing each page by the authorized representative of the relevant Party. The Rules are not subject to signing or endorsing.

11.3. The Rules are public, are developed for an indefinite period and come into force from the date stated upon their placement in the Uriadovy Kurier newspaper or other official printed publication, as well as on the web-site www.my.ukrsibbank.com and/or on information boards in Branches of the Bank.

11.4. The Rules may be revoked or may be changed the Bank by posting amendments to the Rules or revised Rules in the newspaper “Uryadovyy Kurier / "Holos Ukrainy" or in another official publication or at www.my.ukrsibbank.com, or on information boards at branches of the Bank, or in statements from the Account. The notice regarding amendments to the Rules or the revision of the Rules shall indicate the date of publication of amendments to the Rules and the Starting Date of validity of such amendments to the Rules.

11.5. Changes to the Rules shall become effective:

a) from the Starting Date of the amendments to the Rules specified in the notice, if such changes do not worsen the terms of service of the Client (in particular, amendments to the Rules do not lead to additional expenses of the Client, do not increase its responsibility for the protection of its rights or interests, increase of security of performance of transactions or information transfer under the Agreement) and/or if changes to the Rules provide for the rendering of a new service and the Client applies to the Bank for such service and/or if such changes are caused by the requirements of the Legislation of Ukraine;

b) from the Starting Date of amendments to the Rules, but not earlier than in 14 (fourteen) calendar days from the date of publication of such amendments to the Rules specified in the notice - in all other cases.

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

In case of disagreement with changes to the Rules, the Client is obliged to inform the Bank in writing about the termination of the Agreement. Making at least one transaction in accordance with the Agreement after the entry into force of the amendments to the Rules confirms the Client's consent with such amendments to the Rules.

In case of revocation of the Rules, they continue to regulate the relations between the Bank and the Clients with whom the Agreement has been concluded and are effective for each of them in the last edition, which was valid before the cancellation, until the full performance of all obligations under the Agreement between the Bank and the Client.

11.6. Unless otherwise provided by the Agreement, amendments and/or additions to the Agreement shall be entered into as follows:

- by the conclusion of a relevant supplementary agreement by the Parties; or

- regarding the terms of the agreement, which according to the Law are not essential and/or if the changes improve the conditions of service of the Client and/or if such changes are caused by the requirements of the Legislation, by sending by the Bank to the Client a relevant written notice within 14 (fourteen) calendar days before the scheduled date of validity of such changes. The fact of failure by the Client to provide a written notice of disagreement with the proposed amendments to the Bank within the specified 14-day period (from the date of written notification by the Bank to the Client) and/or making a transaction by the Client after the entry into force of these changes, the Client agrees to such changes to the Agreement.

11.7. On the initiative of the Client, the Account is closed:

- on the basis of the Client's application, and/or
- in the event of the Client's disagreement with the changes to the Agreement proposed by the Bank.

All available cash balances are transferred to the account specified by the Client or to the respective intra-bank account and may be received by the Client at its first request, taking into account the requirements of the Legislation.

In case of termination of the Agreement on any grounds specified in this clause, the Client is obliged to repay the existing debt to the Bank under the Agreement not later than on the date of termination of the Agreement.

11.8. The Parties have agreed that the Agreement may be terminated and/or the Account may be closed at the initiative of the Bank in the following cases:

- in case of absence of movement and/or balance of funds on the Client's Account within 6 (six) months, and/or
- in cases stipulated by the applicable legislation and/or the Agreement, or in case of violation by the Client of the terms of the Agreement, and/or
- in the event that the Client carries out risk activities, including, but not limited to, transactions the conduction of which through the Bank causes or may cause, in the opinion of the Bank, violations of the legislation and/or extra-territorial legislation and/or international sanctions, including counteraction to legalization (laundering) of proceeds from crime, terrorist financing and financing of proliferation of weapons of mass destruction, and/or
- in the event that the Client carries out risk activities, including, but not limited to, cooperating and/or having in its structure and/or otherwise related persons, the interaction and/or any connection with which, in the opinion of Bank, lead or may lead to violations of the legislation and/or extra-territorial legislation and/or international sanctions, including counteraction to legalization (laundering) of proceeds from crime, terrorist financing and financing of proliferation of weapons of mass destruction, and/or
- in the event of the occurrence or possibility of occurrence of any event, result or circumstance with respect to the Client or transactions carried out by the Client which in the opinion of the Bank may have a negative impact on the Bank and/or BNP Paribas Group, including, but not limited to, or may cause material damage and/or have a negative commercial impact for the Bank and/or adversely affect our reputation and/or that of BNP Paribas Group and/or, in the Bank's opinion, lead or may lead to any other negative consequences for the Bank and/or BNP Paribas Group, and/or for
- in case of technical impossibility of servicing of the Client by the Bank in the future.

The obligations of the Parties under the Agreement are terminated in full, unless otherwise arising from the Agreement and the Account Bank shall be closed at the date specified by the Bank in the notice sent to the Client, but not earlier than 14 (fourteen) calendar days from the date of such written notice. In the case of arrears to the Bank, the Bank may demand payment of the debt in the manner and on terms specified in the notice, and the Client shall repay to the Bank in the manner and on terms specified in the notice, in which case the obligations in respect of repayment of debts to the Bank exist until they are fully executed by the Client.

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

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

The Parties have agreed that if the Bank exercise the right specified in this clause, all available cash balances on accounts transferred to the account specified by the Client or to relevant intra-bank account and may be received by the Client on its first request, subject to the requirements of the law.

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

O. V. Polianchuk