

# Deutsche Bank Polska S.A. Regulations on General Terms and Conditions of Agreements on Rendering Banking Services for Corporate Clients

## CHAPTER I GENERAL PROVISIONS

### Article 1.

These Deutsche Bank Polska S.A. Regulations on general terms and conditions of agreements on rendering banking services for Corporate Clients, hereinafter referred to as the "**Regulations**", regulate the overall cooperation regarding banking services between the Client classified by the Bank into the Corporate Client category and Deutsche Bank Polska S.A., hereinafter referred to as the "**Bank**". The Regulations constitute an integral part of the bank account agreement ("**Account Agreement**") and all agreements concluded with the Bank, provided they are referred to therein as applicable.

### Article 2.

The Regulations have been issued pursuant to Article 109 of the Banking Law of 29 August 1997, hereinafter ("**Banking Law**") and Article 384 of the Civil Code, and are binding upon Clients and all other persons through which the Bank provides services associated with keeping bank accounts, hereinafter ("**Accounts**"), in all contractual relationships referred to in Article 109 of the Banking Law. Conflicting contractual provisions shall have priority before the provisions of the Regulations.

## CHAPTER II BANK ACCOUNT AGREEMENT

### Article 1.

1. The Bank opens and keeps Accounts pursuant to an Account Agreement concluded with the Client. The Account Agreement obligates the Bank to keep the Client's cash and carry out financial settlements on its request. The Account Agreement constitutes a master agreement within the meaning of the Payment Services Act of 19 August 2011, hereinafter "**Payment Services Act**".
2. For a Settlement Account kept in PLN the Bank opens and keeps for the Client a VAT account within the meaning of the provisions of the Banking Law. The VAT account is subject to the rules and limitations following from prevailing provisions of law, in particular the Banking Law. On the Client's request the Bank shall open additional VAT accounts to the settlement Account.

### Article 2.

An Account Agreement may be concluded after providing the Bank with the documents indicated by the Bank, specifying the identity and the legal and tax status of the Client applying to conclude the Account Agreement and specifying the persons authorized to act on its behalf. The Bank reserves the right to demand additional documents from the Client during the term of the Account Agreement, in particular documents required for the Bank to perform its statutory obligations. The Client is obligated to immediately inform the Bank about any changes of the data contained in the documents provided to the Bank.

### Article 3.

1. The bank form on which the persons authorized to represent the Client in its relations with the Bank have affixed their specimen signatures in the presence of the Bank's employee or which have been authenticated to the Bank's satisfaction (hereinafter "**Specimen Signature Card**") constitutes an integral part of the Account Agreement. The Client shall be responsible for the authenticity of the signatures indicated in the Specimen Signature Card which have not been affixed in the presence of the Bank's employee. Unless contrary arrangements have been made in the Account Agreement or in the content of the Specimen Signature Card, the persons indicated in the Specimen Signature Card have the right to perform all duties associated with filing instructions regarding debiting and crediting the Accounts kept by the Bank for the Client. Unless the Client and the Bank agree otherwise, change or revocation of the Specimen Signature Card shall be effected in writing by persons authorized to represent the Client.
2. The Bank may refuse to accept a power-of-attorney if its content does not unequivocally indicate the scope of the attorney-in-fact's empowerment. The Bank may refuse to accept a power-of-attorney which gives authorization to perform ordinary management activities. A general power-of-attorney shall not comprise the right conclude and terminate the Account Agreement.

## CHAPTER III INTEREST RATE

### Article 1.

1. Unless the Account Agreement stipulates otherwise, the cash accumulated on the Account bears interest at a fixed or variable interest rate set by the Bank, calculated with reference to the Polish zloty per annum (365 days), and with regard to foreign currencies, according to the deposit interest accrual basis adopted for the respective currency.
2. The penalty and credit interest is set on the basis of 360 days.

### Article 2.

1. The Bank may change the interest rate level during the term of the Account Agreement.
2. Change of the interest rate on the cash on the Account or deposit account in the Polish currency may depend on the increase or decrease of any of the following indicators:
  - a) the Bank's revenues on invested cash,
  - b) interest rate level in the domestic money market,
  - c) level of any National Bank of Poland (NBP) interest rates set by the Monetary Policy Council,
  - d) inflation level measured by the consumer price index,
  - e) level of mandatory bank reserves set by the Monetary Policy Council,
  - f) the Bank's refinancing costs indicator.

3. Change of the interest rate on the cash on the Account or deposit account in a foreign currency may depend on the increase or decrease of any of the following indicators:
  - a) the Bank's revenues on invested cash,
  - b) interest rate level for FX deposits in the domestic or international money market,
  - c) level of any interest rates set by the relevant central bank for the respective currency,
  - d) the Bank's refinancing costs indicator.
4. Change of the interest rate does not require termination of the Account Agreement. Change of the interest rate level shall prevail as of the date specified by the Bank. Information about the current interest is made public in the Bank's seat and on the Bank's website <https://www.db.com/poland>

#### **Article 3.**

Unless the Account Agreement stipulates otherwise, the interest on the cash accumulated on the Account is accrued for monthly calculation periods or until the day preceding the day of termination or expiration of the Account Agreement or other day agreed by the Client and the Bank. Interest accrued in the given calculation period is added to the Account balance on the first Business Day of the next calculation period or on the date of termination or expiration of the Account Agreement.

### **CHAPTER IV ACCOUNT STATEMENTS**

#### **Article 1.**

Unless the Bank agrees with the Client otherwise, the Bank shall send to the Client written monthly statements confirming the debits and credits on its Account reflecting all changes in the Account on the given Business Day.

#### **Article 2.**

In the Bank's relations with the Client bank statements shall be the basic evidence confirming the accuracy of the information contained therein unless the Client presents written evidence indicating an inconsistency of the statement with the actual status.

#### **Article 3.**

If the Bank identifies that it has made an error in any confirmation, statement, notice or other document delivered to the Client, the Bank shall correct such error in accordance with the provisions of Article 4 below.

#### **Article 4.**

The postings on the Account that have been made incorrectly or have been caused by a typing error, shall be corrected by the Bank by reversing such postings, without the necessity to obtain the Client's prior consent. The Bank shall notify the Client about such corrections. The reversal may be also backdated. The reversal may result in an overdraft on the Account.

#### **Article 5.**

The Client is obligated to report any and all objections regarding bank statements to the Bank in writing within 14 days of the day of receipt of the bank statement. Failure to notify the Bank about objections by the foregoing deadline shall mean that the Client agrees with the content of information found in the statement.

#### **Article 6.**

1. The Bank shall observe banking secrecy, in particular with regard to the turnover and balances of the Accounts. The Bank shall provide the information about the turnover and balances on the Accounts only to the persons authorized by the Client in writing ("Authorization") and entities authorized to demand information in accordance with prevailing laws. An Authorization form constitutes an attachment to the Account Agreement.
2. The Bank shall provide the information specified in Clause 1 above to the person specified by the Client in the Authorization upon verification of his/her identity. Should the Bank have doubts as regards the person requesting information or the possibility of verification of due empowerment of such person, the Bank shall refuse to provide such information and inform the Client thereof. The Bank shall not be liable for providing information to unauthorized persons if they have successfully gone through the verification process.

### **CHAPTER V SUBMISSION OF BANK INSTRUCTIONS**

#### **Article 1.**

1. Notwithstanding contrary contractual provisions and p. 3 below, the Client may submit instructions only in writing, with signatures of the authorized persons, in accordance with the Specimen Signature Card and the representation method specified therein. A direct debit may be also authorized by persons duly empowered to represent the Client who have not been indicated in the Signature Specimen Card.
2. Revocation of an empowerment to submit instructions granted by the Client to a specified person shall be made in writing and shall be effective for the Bank as of the time when the Bank ascertains that the empowerment has been revoked by persons authorized to represent the Client in accordance with the scope of their empowerment.
3. The Client may submit instructions to the Bank using the electronic banking system, in case the Client, the Bank and Deutsche Bank AG - as an entity to which the Bank has entrusted (within the meaning of Article 6a of the Banking Law) performing factual activities related to enabling the on-line access to the account – have concluded separate agreements regulating the use of this system. If the Client uses the electronic banking system indicated above, the Bank will execute the Client's instructions provided through this system, provided that such instructions are submitted in a manner regulated in the

agreement regarding this system, concluded between the Client and Deutsche Bank AG as well as in the Account Agreement.

4. For the avoidance of doubt, the Bank reserves the right to use or entrust Deutsche Bank AG to use, at the Bank's request, strong Client's authentication (within the meaning of Article 2, point 26aa) of the Payment Services Act, in cases indicated therein.

#### **Article 2.**

The Bank may refuse to carry out the Client's written instruction which has been submitted using other documents than bank forms. In such a case, the Bank shall not be liable for damages resulting from the refusal to carry out the instructions.

#### **Article 3.**

1. The content of the instruction has to be expressed in a manner that does not cause any doubts. Content of an instruction that causes any doubts may lead to delay or refusal to carry it out. In particular, the Client filing an instruction to credit a different account should make sure that the recipient of the funds and the account number and the payee bank are correct and complete. The same diligence applies to preparation of cancellations, changes, confirmations and repeated instructions. Changes, cancellations, confirmations and repeated instructions should be duly marked and formulated in a manner that does not cause any doubts.
2. In the case of coincidence of instructions, performance of one of which totally or partially precludes performance of another one, the Bank may withhold performing them until the Client's final position is obtained. In such a case, the Bank shall not be liable for failure to perform or untimely performance of the instructions.
3. The Bank may refuse to perform an instruction (payment order) in the case of provision of an incorrect bank account number of the payment beneficiary in the NRB or IBAN standard, and as a consequence negative verification of the check number of the bank account number or in the case of failure to provide the name of the beneficiary of the order or in the case of lack of other data or information making it possible to correctly perform the instruction.
4. If the Bank carries out the payment order the identification of the principal and beneficiary of the orders shall be based only on the payment account number specified in the order – as a unique identifier within the meaning of the Payment Services Act. The Bank shall not verify the consistence of the beneficiary's name with the beneficiary's account number.
5. The Bank may refuse to accept telephone instructions in the event of failure of the technical devices, including recording equipment.
6. The Bank may refuse to perform the Client's instruction in the case specified in Chapter XV Article 2 of the Regulations.

7. The Bank shall not be liable for loss, deformation or delay in carrying out an instruction caused by reasons not attributable to the Bank during transmission of the instruction using any wire or wireless communication devices.

#### **Article 4.**

Instructions shall be carried out only on business days, i.e. all days except for Saturdays and statutory non-working days on which the bank is open for business ("**Business Day**"). Instructions pertaining to a convertible currency shall be carried out on days which are Business Days in Poland, TARGET Business Days and Business Days for the respective convertible currency.

#### **Article 5.**

1. The Bank may perform the Client's instruction resulting in a negative balance on the Account if the amounts sufficient to perform the Client's instruction are covered by transfers to the Account that have not yet been recorded on the Account, current account overdraft that has been granted but not yet made available by the Bank to the Client, cash from a released cash security or from a maturing Term Deposit, cash from settlement of a transaction on securities not yet recorded on the Account or cash within the intraday limit on the Account granted to the Client by the Bank.
2. If the negative balance is not covered till the end of the day on which such balance on the Account occurred, the Bank may in the form of an Account statement or in other form agreed with the Client notify the Client about the amount of the negative balance. Such notification shall be equivalent to a demand that the account Holder repay the amount of the negative balance within 7 calendar days of the day when it occurred. In this period the Bank shall classify such negative balance as Bank-authorized overdraft. Unless agreed otherwise, for the duration when there is a negative balance on the Account the Bank shall be authorized to accrue interest on the negative balance in the amount specified in the Table of Interest Rates for Non-Contractual Negative Balances on the Current Account for Corporate Banking Clients. In such a case, on the Bank's demand the Client shall be obligated to provide current annual financial statements (including audited consolidated and non-consolidated financial statements, if prepared).
3. In the event of a negative balance on the Account occurring as a result of incorrectly operating settlement systems or operating errors ("**Error**"), the Bank shall treat such overdraft as Bank-authorized overdraft for the entire period when the Error is being corrected. The Bank shall notify the Client about the amount of the negative balance in the form of an Account statement or other form agreed with the Client. If the Error resulted from an action of the Client of its counterparty, such notification shall be equivalent to a demand that the Client repay the amount of the negative balance within 7 calendar days.
4. In the event of a negative balance on the Account in an amount up to PLN 1,000 which, in the Bank's opinion, does

not result from the Client's difficult financial standing, the Bank shall treat such negative balance as Bank-authorized for the period of up to 20 calendar days. During such period the Bank shall be authorized to accrue interest on the negative balance in the amount specified in the Table of Interest Rates for Non-Contractual Negative Balances on the Current Account for Corporate Banking Clients.

5. The negative balance on the Account resulting from credit card settlements is treated as Bank-authorized for 7 calendar days. During such period the Bank shall be authorized to accrue interest on the negative balance in the amount specified in the Table of Interest Rates for Non-Contractual Negative Balances on the Current Account for Corporate Clients.

#### **Article 7.**

The Bank does not accept cash deposits in its own branches. Cash withdrawals may be made at branches of other banks or payment institutions designated by the Bank. Information on cash shall be available on the Bank's website and shall be provided in written or electronic form upon Client's request.

### **CHAPTER VI TERM DEPOSITS**

#### **Article 1.**

The Client may deposit in the Bank specific amounts of cash ("**Term Deposit Amount**") in the currency, for a term and at the interest rate agreed upon by the parties in the Term Deposit Agreement ("**Term Deposit**").

#### **Article 2.**

In pursuance of the Term Deposit agreement the Client undertakes, on the day specified by the parties in the Term Deposit agreement ("**Start Date**"), to deposit cash in the amount specified in the Term Deposit agreement in the account indicated by the Bank.

#### **Article 3.**

In pursuance of the Term Deposit agreement the Bank undertakes to return to the Client, on the day specified by the parties in the Term Deposit agreement ("**End Date**"), the Term Deposit amount together with interest, accrued on the Term Deposit amount at the interest rate agreed by the parties in the Term Deposit agreement for the period from and excluding the Start Date up to and including the End Date ("**Interest**") to the account indicated by the Client. Interest shall be accrued according to the actual number of days for which the Term Deposit was opened calculated on annual basis (365 days).

#### **Article 4.**

1. The Bank and the Client are obligated to determine the following elements which need to be agreed by the parties to conclude the Term Deposit agreement ("**Terms and Conditions**"):
  - a) name of the currency of the Term Deposit,
  - b) Term Deposit amount,
  - c) interest rate of the Term Deposit,
  - d) Start Date,
  - e) End Date.

2. Term Deposit agreements shall be concluded according to the

Deutsche Bank Polska S.A. seated in Warsaw, Al. Armii Ludowej 26, entered into the National Court Register kept by the District Court for the capital city of Warsaw located in Warsaw, 12th Business Division of the National Court Register under file number KRS 0000022493, with the share capital amounting to PLN 1,744,449,384.00 paid up in full, with the NIP Tax Identification Number: 676-01-07-416.

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procedure specified in Chapter VIII. Term Deposit agreements shall be concluded under a condition precedent, i.e. the Term Deposit agreement shall enter into force only when on the Start Date the agreed Term Deposit Amount is deposited in the account indicated by the Bank.

#### **Article 5.**

1. Subject to the provisions of clause 2 below, if on the Start Date, the agreed Term Deposit Amount is not deposited or the Term Deposit Amount is not available to be collected by the Bank from the Client's Account, the Term Deposit is not opened and the Client shall be obligated to pay the Bank a compensation for failure to make effective the Term Deposit agreement, in the amount of 50% of the agreed interest rate on the Term Deposit, calculated on the basis of the agreed Term Deposit Amount, for the period for which the Term Deposit was to be opened.
2. In the case specified in Clause 1 above the Bank is authorized to collect the compensation from the Client's Account.

#### **Article 6.**

If the Bank breaches the provisions of the Term Deposit agreement by failing to make, on the End Date, a transfer to the account indicated by the Client of the Term Deposit Amount together with Interest or by paying the Client an amount that is lower than the Amount of the Term Deposit together with Interest the Bank shall be obligated to pay the Client default interest calculated on the amount due and payable, for the period from the End Date to the date of performance of the obligation at the interest rate equal to 125% of the interest rate specified in the Term Deposit agreement.

#### **Article 7.**

1. The Client has the right to terminate the Term Deposit agreement on any Business Day effective as of the day of giving notice to this effect, in the period from the Business Day following the Start Date to the End Date.
2. The termination of the Term Deposit agreement referred to in Clause 1 may be effected in writing or according to the procedure set forth in Chapter VIII.
3. In the case of termination of the Term Deposit agreement by the Client the funds deposited by the Client in the Bank for the period from the Start Date to the date of termination of the Term Deposit agreement shall bear interest at the interest rate equal to half of the interest rate on the funds deposited on call accounts prevailing in the Bank on the date of termination of the Term Deposit agreement.
4. Interest accrued according to the rules set forth in Clause 3 shall be paid to the Client on the date of termination of the Term Deposit agreement.

## CHAPTER VII SPOT FX TRANSACTIONS

### Article 1.

1. As a result of conclusion by the parties of an agreement pertaining to spot FX exchange ("**Transaction**"), on the date of settlement of the Transaction agreed upon between the Bank and the Client ("**Value Date**"), the parties to the Transaction shall be obligated to exchange performances in the form of specific amounts expressed in a convertible currency or in Polish zloty, at the agreed exchange rate, at which the parties exchange one convertible currency into the other or convertible currency into Polish zloty ("**Rate**").
2. The Value Date shall be no later than the second Business Day after the date of conclusion of the Transaction.
3. On the Value Date the Transaction shall be settled, subject to the provisions of Chapter X Article 1 Clause 3, by debiting and crediting respective Client accounts with the amounts following from the agreed Terms and Conditions of the Transaction.

### Article 2.

1. To conclude a spot Transaction the Bank and the Client shall be obligated to determine the following Transaction elements which need to be agreed by the parties to conclude the Transaction ("**Terms and Conditions**"):
  - a) name of the currency and amount of the currency sold (bought) by the Bank,
  - b) name of the currency and amount of the currency bought (sold) by the Client,
  - c) Rate,
  - d) Value Date.
2. Transactions shall be concluded according to the procedure specified in Chapter VIII.

### Article 3.

1. The Terms and Conditions of the Transaction are breached if the Client fails to perform, on the Value Date, the obligations towards the Bank following from the concluded Transaction.
2. In the event of the breach referred to in Clause 1, to satisfy its claims, the Bank shall be entitled to effect, on the Business Day following the Value Date, a reverse currency exchange ("**Reverse Transaction**").
3. Foreign exchange to settle a Reverse Transaction shall be effected at the exchange rate prevailing in the Bank on the day of concluding the Reverse Transaction.

## CHAPTER VIII CONCLUSION OF TERM DEPOSIT AGREEMENTS AND SPOT TRANSACTIONS

### Article 1.

1. Conclusion of a Term Deposit Agreement and spot Transactions ("**Agreements**") shall take place upon submission by the parties of declarations of will accepting the terms and conditions of the agreement ("**Arrangement of the Terms and Conditions of the Agreement**").
2. Arrangement of the Terms and Conditions of the Agreement shall be effected over the telephone or in another form agreed separately between the Bank and the Client.
3. Providing the name of the Authorized Person and the full or customary name of the Client, if such customary name allows for identification of the client or providing the Client's number in the Bank (Customer ID), shall be sufficient to ascertain whether the declaration of will in the process of Arrangement of the Terms and Conditions of the Agreement has been effected on behalf of the Client by a person authorized by the Client to agree on the terms and conditions of the Agreement ("**Authorized Person**"). Agreements may be concluded on behalf of the Client by any of the persons indicated in the Specimen Signature Card, regardless of the representation rules specified in such Card, unless the Client appoints only some of these persons or indicates other persons. The Client may separately agree upon with the Bank that identification of the Authorized Person shall be additionally or exclusively based on a password agreed upon with the Bank. Should the Bank have doubts as regards the person requesting conclusion of the Agreement or the possibility of verification of due empowerment of such person, the Bank shall refuse to conclude the Agreement and inform the Client thereof.
4. The Agreement shall be recognized as validly concluded and binding even if concluded by a person acting without due authorization from the Client, if such a person correctly provides the information referred to in Clause 3.
5. Each of the parties to the Agreement is authorized to record electronically or mechanically all the telephone conversations, including the process of Arrangement of the Terms and Conditions of the Agreements. Such recordings shall constitute evidence, in particular, in the event any proceeding is instigated before the court to resolve any issues relating to individual Agreements.
6. After conclusion of the Agreement the Bank shall send to the Client a document drawn up by the Bank, constituting written reflection of the Terms and Conditions of the Agreement concluded ("**Confirmation**"). The Bank shall send the Confirmation to the Client by ordinary mail or in a different manner agreed upon between the Bank and the Client.
7. If the Client identifies an inconsistency between the terms and conditions of the Agreement laid down in the Confirmation and



the Arranged Terms and Conditions of the Agreement, the Client shall be obligated to immediately notify the Bank thereof no later than by 5 p.m. on the following Business Day after receiving the Confirmation. Failure to submit reservations within the aforementioned deadline shall be deemed acceptance of the content of the Confirmation. The provisions of Chapter XVII Article 2 shall apply accordingly to determining the date of receipt of the Confirmation.

8. If the Client reports any reservations regarding the content of the Confirmation pursuant to the provisions of Clause 7, the parties to the Agreement, based on the recording referred to in Clause 5, shall determine the Arranged Terms and Conditions of the Agreement. The above determinations shall result in a new Confirmation reflecting the Arranged Terms and Conditions of the Agreement. The prior Confirmation shall be automatically nullified.
9. The Bank's failure to issue a Confirmation shall not constitute breach or cancellation of the terms and conditions of any Agreement.
10. In contentious matters the content of the Arranged Terms and Conditions shall be determined on the basis of the recording of the telephone call referred to in Clause 5.
11. Carriers comprising the recording of the telephone call referred to in Clause 5 and written Confirmations of agreements concluded over the telephone shall be archived according to general regulations pertaining to length and methods of archiving bank documents.

## **CHAPTER IX SCOPE OF THE BANK'S LIABILITY**

### **Article 1.**

The Bank shall be liable for damages resulting from non-performance or improper performance of its obligations, unless such non-performance or improper performance has resulted from circumstances for which the Banks is not responsible.

### **Article 2.**

The Bank shall not be liable for failure to meet its obligations caused by force majeure. Force majeure means any event resulting from causes beyond the Bank's control and comprises, inter alia, acts of public authorities, strikes, lockouts, natural disasters, riots and acts of war and defects of and damages to telephone or ICT networks as well as failures of the power supply system and computer hardware preventing access to accounting entries or operation of the Account.

### **Article 3.**

1. The Bank shall not be liable for damages resulting from causes attributable to the Client, including those following from non-performance or improper performance by the Client of the provisions of these Regulations or any agreement referring to the provisions of the Regulations.
2. The Bank shall not be liable for damages resulting from untimely delivery of documents pertaining to the Client, including the Client's instructions, by mail or courier.

3. If the Client has contributed to the damage (in particular by failing to perform the obligations referred to in Chapter XVII Articles 1 and 2), the Bank's undertaking to repair the damage shall be reduced accordingly, according to the circumstances, in particular to the degree of fault of both parties.
4. The Bank has the right to charge the Client for performance of the duties referred to in art. 143 of the Act on Payment Services.

### **Article 4.**

The Bank shall not be liable to the Client for decrease of the value of the funds on the Client's Account or for unavailability of such funds in connection with restrictions in foreign exchange or transfer of currencies following from decisions of state authorities or for any other similar events beyond the Bank's control.

### **Article 5.**

1. The Bank shall have the right to choose, at its sole discretion, a third party correspondent or agent and use the services of the correspondent or agent to the extent required for the Bank to perform the obligations following from the Account Agreement.
2. If the content of the instruction indicates that the Bank is to entrust its further performance to a third party, or if the Bank does so due to special circumstances in the interest of the Client, the Bank shall perform the instruction by providing it to a third party. In particular, this may pertain to storage and management of securities located abroad. In such a cases the Bank shall be liable only for failure to exercise due diligence in selecting and instructing the third party.

## **CHAPTER X**

### **FX TRANSACTIONS, FOREIGN PAYMENTS**

#### **Article 1.**

1. The Bank shall not be liable for any Client losses following from change of the foreign exchange rate during execution of foreign payments and FX transactions.
2. Clients may give payment instructions debiting the Account kept in a convertible currency both in the currency of the Account and in another convertible currency or in Polish zloty. Clients may give such instructions also to debit the Account kept in Polish zloty.
3. Submission by the Client of an instruction to transfer an amount expressed in a convertible currency debiting an Account kept in a different currency or in Polish zloty is tantamount to instructing the Bank to buy the currency being transferred (on the terms and conditions of a spot Transaction) to effect its exchange into a different currency or Polish zloty on the Client's Account, using the rate prevailing in the Bank at the time of the exchange. Submission by the Client of an instruction to transfer an amount expressed in Polish zloty debiting an Account kept in a convertible currency is tantamount to instructing the Bank to buy the Polish zloty being transferred (on the terms and conditions of a spot Transaction) to effect its exchange into the currency on the Client's Account, using the rate prevailing in the Bank. The aforementioned spot Transaction shall be concluded 2 Business

Days before the day on which the transfer is to be made, unless the Bank agrees with the Client otherwise.

4. Funds coming from outside the Bank expressed in a currency different from the currency of the Account for the purpose of crediting this Account, in absence of contrary arrangements between the Client and the Bank, shall be converted into the currency of the Account using the rate that is no less favorable to the Client than the rate prevailing in the Bank at the time of translation.
5. If the Client has entered into a separate agreement on provision of foreign exchange services with an entity from the Deutsche Bank Group, the Bank shall be released from the duties specified in Clause 3 above. Appropriate payment messages shall be provided in accordance with the agreement entered into by the Client to the Deutsche Bank Group entity providing the foreign exchange service. The Bank shall post the aforementioned transactions in accordance with the received instructions.

#### **Article 2.**

The foreign exchange rates announced in the Bank's seat or on its website, or quoted by telephone are of information nature only and are subject to fluctuations throughout the day, unless the Bank undertakes in writing to apply a specified rate in the agreement with the Client.

### **CHAPTER XI**

#### **BANKING SECRECY, PERSONAL DATA PROTECTION**

#### **Article 1.**

1. The Bank, persons employed by it and persons through which the Bank performs banking activities associated with the Accounts shall be obligated, subject to Clauses 2 and 3, to observe bank and professional secrecy which comprise all information pertaining to the Client, balance of the Accounts and operations performed on the Accounts.
2. The Bank shall be obligated to provide information constituting bank secrecy only to entities indicated in unconditionally binding provisions of law.
3. The Bank shall not be obligated to observe bank secrecy in cases subject to the Client's consent.

#### **Article 2.**

The Client shall be obligated to keep confidential all technical, technological, commercial or organizational information that has not been made public, obtained during cooperation with the Bank, which may constitute the Bank's corporate secrecy, in particular information which the Bank has declared secrecy. Breach of these provisions shall be deemed by the Bank as material default and shall constitute grounds for the Client's liability for damages.

#### **Article 3.**

The Bank shall inform Clients that pursuant to the provisions of the Banking Law the Bank is obligated to provide information constituting bank secrecy to, inter alia, other banks and lending institutions to the extent to which such information is indispensable in connection with

performance of banking activities and purchase and sale of receivables.

#### **Article 4.**

The Bank, as the personal data controller within the meaning of personal data protection regulations, hereby informs that the personal data provided by the Client pertaining to the Client and persons representing it shall be processed by the Bank for the purpose of performance of the agreements concluded by the Client with the Bank. Provision of personal data is voluntary but necessary to conclude and perform the agreements with the Bank or for other activities to be undertaken by the Bank on the Client's request, depending on the nature of the relations with the Bank. The Bank shall process personal data only for specific purposes, in particular conclusion and performance of agreements, marketing of the Bank's products and services, processing of complaints and requests, and fulfillment of legal obligations imposed by the regulations on prevention of money laundering and financing of terrorism, tax and accounting regulations and other prevailing laws regulating banking activity.

While concluding an agreement with the Bank, the Client shall an information brochure on personal data protection by the Bank, implementing the obligation imposed on the Bank by Articles 13 and 14 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). The Client is obligated to forward the contents of the information brochure to the persons whose personal data it has been provided to the Bank. A complete and up-to-date version of the information brochure comprising detailed information about personal data processing by the Bank, including information about the purposes and legal grounds for data processing, data processing periods, categories of data recipients and the rights vested in connection with data processing is available at the Bank's website at <https://www.db.com/poland>

#### **Article 5.**

The Bank hereby informs that to perform the statutory obligations associated with performance of banking activities, the data on the Client's liabilities resulting on account of agreements associated with performance of banking activities may be provided to the Credit Information Bureau (Biuro Informacji Kredytowej S.A.) with its registered office in Warsaw and, through it, to financial institutions being bank subsidiaries.

### **CHAPTER XII**

#### **SET-OFFS AND RIGHTS IN CASE OF DEFAULT**

#### **Article 1.**

To the extent permitted by law, the Bank may set off its receivables from the Client against the Client's receivables from the Bank, regardless of the place of payment or currency of each receivable. If receivables in different currencies are set off, the Bank may, for the purposes of the set off, convert any of the receivables using the rate prevailing at the Bank. The Client may exercise the right to set off its receivables from the Bank against the Bank's receivables from the

Client only if the receivables are indisputable or confirmed by a final and binding verdict of a court or competent public administration authority. The Bank shall have the right to collect from the Account, without prior notice to the Client, funds in the amount corresponding to the Client's liabilities to the Bank, at their payment dates and apply the collected funds towards repayment of such liabilities.

#### **Article 2.**

Transfer of receivables under an agreement concluded with the Bank, establishment of a limited right *in rem* on the receivables from an agreement concluded with the Bank or imposition of additional obligations on the Bank associated with the handling of securities established by the Client require the Bank's prior written consent, otherwise being null and void.

### **CHAPTER XIII FEES, COMMISSIONS AND COSTS**

#### **Article 1.**

Unless otherwise has been agreed between the Client and the Bank in writing, fees, commissions and other costs charged by the Bank shall be applicable to the Client according to the banking services pricelist presented in the Fee and Commission Schedule for Corporate Clients and Table of Interest Rates for Non-Contractual Negative Balances on the Current Account for Corporate Banking Clients ("**Fee and Commission Schedule**"). The Fee and Commission Schedule is available on the Bank's website <https://www.db.com/poland> and can be viewed by the Client at the Bank's seat.

#### **Article 2.**

In addition to the fees, commissions or costs presented in the Fee and Commission Schedule or agreed between the Client and the Bank, the Client shall reimburse the Bank for all the costs incurred by the Bank in connection with performance of the Client's instructions.

#### **Article 3.**

Fees and commissions are charged by the Bank without a separate Client instruction, in the first place, before any other operations on the Account. The Bank charges the fees and commissions from the Account to which the fee or commission pertains or another Account specified by the Client.

### **CHAPTER XIV COLLATERAL**

#### **Article 1.**

1. The Bank may at any time demand that the Client establish for the Bank collateral for the Bank's current or future receivables under banking services agreements, even if its claims are conditional. To this effect the Bank shall be entitled in particular to debit the Client's Account with an amount constituting the equivalent of the Bank's receivables and establish a cash collateral to secure such receivables, according to the procedure specified in Article 2 below.
2. If at the time of occurrence of the receivable the Bank has given up the demand to establish collateral for the receivable or demanded partial collateral, it may demand establishment of

collateral or increase of collateral during the term of the contractual relationship with the Client, unless there occurred or the Bank has become aware of circumstances as a result of which the Bank's risk has become higher than assumed, in particular if:

- a) the Client's material standing has deteriorated significantly, threatening its capability of satisfying its liabilities towards the Bank or there is a threat of such deterioration,
- b) the value of the existing collateral has decreased or there is a threat of its decrease.

#### **Article 2.**

1. If the Client's instruction or the Regulations envisage the Bank's right to debit the Client's account with a specified amount to establish a cash collateral, for the purpose of securing proper performance of the Client's liabilities towards the Bank the Client establishes a cash collateral within the meaning of Article 102 of the Banking Law Act in the amount at least equal to the amount of the Client's liability towards the Bank.

2. To establish the cash collateral the Bank shall collect the amount of the cash collateral from the Client's Account. In the first place, the Bank shall collect the cash collateral amount from the Account kept in the currency of the cash collateral and then from other Client's Accounts in the Bank. If the amount of the cash collateral has been collected from the Account in an amount different from the amount of the Client's liability towards the Bank, in absence of contrary arrangements between the Bank and the Client, to apply the collected amount towards the cash collateral, the amount shall be converted into the cash collateral's currency at the sell rate of the respective currency prevailing in the Bank at the time of conversion.

3. The cash collateral shall be kept on the Bank's account. The cash collateral shall not bear interest unless the Bank and the Client make contrary arrangements; in such a case the interest shall be accrued at the end of each calendar month. The interest amount accrued shall increase the cash collateral amount.

4. If the Client does not return to the Bank any amount payable to the Bank on account of the Bank's liabilities towards the Bank by the due date, the Bank shall decrease the cash collateral amount by an amount equal to the amount of the payment due, however the Bank shall not be obligated to accrue interest on, or return, the amount by which the cash collateral amount has been decreased. The Bank shall notify the Client about each decrease of the cash collateral amount.

5. The cash collateral shall expire on the day when all the Bank's claims against the Client secured by the cash collateral have been satisfied. Immediately after the date of expiry of the cash collateral the Bank shall return the remaining amount of the cash collateral provided that this amount is higher than zero (0) to the Client's Account.



## CHAPTER XV TERMINATION

### Article 1.

1. The Account Agreement may be terminated by means of a written notice by each of the parties, however the Bank may terminate the Account Agreement for important reasons.
2. Subject to prevailing laws and the provisions of Clause 3 below, the termination notice period shall be one month, unless the Account Agreement stipulates a different arrangement.
3. The Bank may terminate the Account Agreement with immediate effect, without observing a notice period in the following cases:
  - (a) the Client provides information contrary to the factual or legal state of affairs;
  - (b) the Client's material standing has deteriorated significantly, threatening its capability of satisfying its liabilities towards the Bank or there is a threat of such deterioration;
  - (c) a negative balance not authorized by the Bank occurs on the Client's Account;
  - (d) the consent of the pertinent authority to perform licensed activity by the Client has been withdrawn;
  - (e) the Client's liquidation has been opened;
  - (f) the Client's company is listed on the list on the official website of the Polish Financial Supervision Authority or a foreign market supervision body comprising a public warning against dishonest entrepreneurs;
  - (g) a situation occurs making it impossible for the Bank to perform the obligations following from the prevailing laws, in particular the act on prevention of money laundering and financing of terrorism, including obligations pertaining to application of financial safety measures;
  - (h) the Client undertakes or is suspected of undertaking activity contrary to prevailing laws, inter alia uses the bank account contrary to prevailing laws or to circumvent the law;
  - (i) the Client grossly breaches the provisions of the Account Agreement or these Regulations;
  - (j) collateral for the Bank's receivables is not established or not increased by the deadline set by the Bank;
  - (k) a situation occurs in which, with the exception of accruing interest or charging bank fees, there was no activity on the Account for at least 3 consecutive months;
  - (l) financial settlements are made using the Account with countries found on Transparency International's list with the Corruption Perception Index (CPI) below the standards acceptable to the Bank;
  - (m) changes occur in the organizational structure of the Client's group, including in particular changes of the beneficial owner which in the Bank's justified opinion

could constitute the basis for refusal to open a bank account;

- (n) no funds are received on the Account for 3 months from the date of concluding the Account Agreement;
- (o) an enforcement seizure continues on the account for more than 3 months with no payments to the Account;
- (p) a situation occurs in which the Bank may not identify persons duly authorized to represent the Client or there are justified doubts in this respect or there is a dispute regarding the authorizations to represent the Client.

### Article 2.

If the Bank cannot identify persons duly authorized to represent the Client or there are justified doubts in this respect or there is a dispute regarding the authorizations to represent the Client, the Bank shall have the right to place the amount of the performance in a court deposit.

### Article 3.

Before elapse of the termination notice period the Client shall be obligated to provide the Bank with instructions regarding the method of returning the funds accumulated on the Account. If there is no such instruction the Bank may, after elapse of the termination notice period, close the Account and repost the funds therein – at its sole discretion – to an internal, non-interest-bearing settlement account or deposit them in a court deposit at the Client's expense. If by the date of termination of the Account Agreement the Client does not provide the Bank with the documents required under prevailing laws to effectively close the Account or VAT account, the Bank shall block the Account or VAT account, respectively, until the client delivers the documents making it possible for the Bank to perform the aforementioned activities in accordance with prevailing laws. As a consequence of blocking the Account and VAT account, the Bank shall, in particular, reject the payments coming to the Account and VAT account, and the Client shall not be able to use the funds accumulated on the Account and VAT account. Until the Account is closed the Bank shall charge fees for keeping the Account from the Client in accordance with the Fee and Commission Schedule.

### Article 4.

As of the date of termination of the Agreement all receivables remaining to be paid between the Client and the Bank shall be immediately settled. The provisions of these Regulations are binding upon the Client until complete settlement of such amounts.

### Article 6.

After termination of the Account Agreement the Bank shall deactivate all the products linked to the Account and discontinue provision of the services for which the Account is used. With regard to such products and services termination of the Account Agreement shall constitute at the same time termination of pertinent agreements on the basis of which the products are offered or services are provided to the Client.

## CHAPTER XVI COMPLAINTS

1. The Client may lodge with the Bank complaints associated with reservations regarding the services provided by the Bank.
2. Complaints may be lodged by the Client directly to the Client's relationship managers, by telephone to the numbers specified on the Bank's website <https://www.db.com/poland>, in writing to the Bank's address, electronically – inter alia using the form on the Bank's website <https://www.db.com/poland>
  - a) Complaints should specify the Client's name (business name, first name, last name, telephone number, e-mail address, Client's account number) and as precise as possible description of the event or problem which occurred during the use of the services provided by the Bank.
3. Complaints shall be reviewed immediately but no later than within 15 business days from the date of lodging. The date of lodging the complaint shall be the date of its receipt by the Bank. Reply to the complaint shall be given in writing. If clarification of the situation requires comprehensive verification activities or obtaining the position of an external body, and such activities last for more than 15 business days of lodging the complaint, the Bank shall immediately inform the Client thereof and indicate the reason for the delay and expected time for replying to the complaint.
4. The Bank shall inform the Client in writing about the outcome of the review of the complaint, presenting precisely an explanation of the situation and proposed solution. If the claims resulting from the complaint are not accepted the Client may request that the Bank reconsider the case within 30 days of the date of receipt of the reply to the complaint. The appeal should be submitted in writing.
5. In the event of a negative consideration of the complaint by the Bank or appeals from the response to the complaint, the Client has the right to bring an action to a common court.
6. If the complaint pertains to matters subject to review by other bodies or institutions the Bank shall review only the issues within its powers, informing the Client at the same time about the reasons for the limitations of its review.

## CHAPTER XVII MISCELLANEOUS

### Article 1.

1. The Client shall be obligated to immediately provide the Bank with all information required by the Bank in writing or in other form agreed by the Client with the Bank. To the extent required by prevailing provisions of law, the Client shall be obligated to provide the Bank with pertinent documents and information in the form, with the content, and at dates specified in such regulations, in particular the documents and information required for the Bank to perform its obligations imposed under the Act on Preventing Money Laundering and the Financing of Terrorism.

2. The Client shall be obligated to immediately notify the Bank about each change of the persons authorized to dispose of the funds on the Account, change of its address and other details provided to the Bank in connection with the Agreement and provide the Bank with documents confirming the making of the aforementioned changes. All risks associated with failure to notify the Bank of the above changes and the effects of failure to provide the Bank with the aforementioned information shall be borne by the Client.
3. For the needs of the periodic assessment of the Client, if the services of a credit nature are provided to the Client, the Client undertakes to deliver to the Bank, on its demand, the information making such assessment possible. This obligation shall include, in particular, provision of the Bank with annual financial statements for the last financial year together with the auditor's opinion, and submission of financial results recorded by the Client's enterprise every 3 months, after individual settlement quarters.
4. If the Client files with the Bank a certificate of residence, in which foreign tax administration confirms the Client's tax residence, the Bank deems that such certificate is valid for one year of its issue, unless the content of the certificate stipulates otherwise. The Client shall be obligated to immediately notify the Bank about any change of its tax residence or other information (data) confirmed officially in the submitted certificate of residence. By submitting the certificate of residence the Client represents that it is the beneficial owner of the interest paid by the Bank, i.e. an entity which receives such amounts for its own benefit and is not an intermediary, representative, trustee or other entity obligated to transfer all or part of the given due amount to another entity. If with regard to any payment of interest made by the Bank the Client does not have the status of a beneficial owner, it shall be obligated to immediately notify the Bank thereof in writing, each time before the interest is paid.
5. The principle described in Clause 4 above shall apply mutatis mutandis to the Client's representations made in all other matters pertaining to tax settlements, in particular to representations made by non-resident branches located in the territory of the Republic of Poland referred to in Article 26 Clause 1d of the Corporate Income Tax Act of 15 March 1992.
6. The Client shall be obligated to carry out an independent assessment of its legal and regulatory obligations associated with conclusion and performance of agreements with the Bank. The Bank does not provide any legal, tax or accounting advisory services to the Client.

### Article 2.

1. Representations of will or knowledge made by the Bank to the Client shall be considered made at the following times:
  - (a) if made in writing and delivered in person – on the actual delivery date, and, if sent by mail or courier, the earlier of: 5 days of the mailing date or date of actual receipt;

- (b) if sent by electronic mail – upon its mailing, unless the Bank receives a return system message that the message has been rejected by the recipient's server;
  - (c) if made by fax – at the time of transmission, if the sending party has a fax printout confirming correct transmission of the document.
2. If the address, electronic mail address or contact numbers change, the Bank and the Client are obligated to inform the other party thereof in writing. If this obligation is not fulfilled, letters shall be deemed delivered 5 days of the date of mailing to the last address known to the sending party.
  3. To prevent and minimize losses, if any, the Client shall be obligated to inform the Bank that it did not timely receive a document or information required to be delivered by the Bank on the basis of these Regulations or an agreement with the Client. If the Client fails to fulfill this obligation the Bank's obligation to redress the loss, if any, on this account shall be reduced according to the circumstances, especially the extent of guilt of both parties.

#### **Article 3.**

1. Matters not regulated in these Regulations shall be governed by the generally binding provisions of law, including in particular the Banking Law Act, the Foreign Exchange Law, Civil Code and the Payment Services Act, subject to Clause 2.
2. The Bank and the Client agree that the provisions of the Payment Services Act with regard to Section II (excluding Article 32a) and the provisions indicated in Article 33 shall not apply. In addition, the Bank and the Client exclude application of the provisions of Chapter 4 Section III of the Payment Services Act to the payment transactions not listed in Article 53 Section 1 of this act.
3. Oversight over the activity of Deutsche Bank Polska S.A. is exercised by Polish Financial Supervision Authority.
4. The Client shall be obligated to immediately notify the Bank about identified unauthorized, unperformed or improperly performed payment transactions subject to the provisions of the Payment Services Act. If the Client does not give such notice within 5 months of the date of debiting the Account or of the day on which the transaction was to be performed, the Client's claims on account of unauthorized, unperformed or improperly performed payment transactions against the Bank shall expire.

#### **Article 4.**

1. The Bank and the Client shall make all due effort to resolve any disputes amicably, through negotiations and using conciliatory procedures.
2. Any and all disputes between the Bank and the Client shall be reviewed by the competent common court.

#### **Article 5.**

1. The Bank reserves to right make changes to the Regulations and the Fee and Commission Schedule. The Bank shall notify the Client about changes of the Regulations and the Fee and Commission Schedule specifying the date of entry of the changes into effect; in such a case the Client shall have the right to terminate the Account Agreement or other agreement to which the Regulations apply, within 14 days of receipt of the Bank's notification. Unless the Client terminates the agreement as specified above, the changes to the Regulations and the Fee and Commission Schedule are effective as of the date specified in the information delivered to the Client.
2. The information about the change of the Regulations and the Fee and Commission Schedule shall be delivered to the Client at the Bank's discretion in writing, by electronic mail to the address specified by the Client or through placing the notification of the change in the bank statement. The contents of the Regulations and the Fee and Commission Schedule are available on the Bank's website <https://www.db.com/poland> and at the Bank's seat.

#### **Article 6.**

These Regulations shall come into force as of 19 December 2018.