

Standard terms and conditions

Western Union International Bank GMBH, SP. Z O. O. Oddział w Polsce
Western Union Business Solutions

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Words commencing with a capital letter are defined in clause 22 below.

These Standard Terms and Conditions are part of the Agreement that govern Your relations with Us in relation to the Services that You, a commercial entity who is not a consumer pursuant **Art. 221** of the Polish Civil Code (*Kodeks cywilny*) dated 26 April 1964 (as amended) request Us to execute within the scope of your commercial activity.

The Agreement entered into between You and Us will be governed by these Standard Terms and Conditions (or by these Standard Terms and Conditions as modified by Us and accepted by You in accordance with the provisions of clauses 18.3 through 18.5 below) and the Services that We perform will be performed on the basis of the details of the instructions given in Your Request and confirmed in a Confirmation that We have sent You. These Standard Terms and Conditions, the Written Confirmation, the Request, the Fee Schedule and the Subscription for Services Agreement will together constitute the whole of the Agreement between You and Us, subject to specific agreement(s) between You and Us that may be entered into in accordance with the provisions of these Standard Terms and Conditions.

You hereby represent that You are not a consumer or a Micro-Enterprise. You must immediately inform Us if at any time You become a consumer or a Micro-Enterprise or once You cease to be a Micro-Enterprise.

The terms of these Standard Terms and Conditions referred to in clause: 1.5, 8.7, 12.5, 12.7, 18.3, 18.7, 18.9 and 18.13 which are applicable specifically to Micro-Enterprise shall not apply to You unless You have become and remain a Micro-Enterprise and You informed Us accordingly.

You acknowledge and agree that Your Request to perform a transaction shall constitute Your consent to Us executing the transaction as it is reflected in the Written Confirmation. You may withdraw Your consent only as permitted under the cancellation provisions contained herein, subject to any restrictions or limitations set forth therein.

1. Benefiting from Our Services: the general principles governing Our commercial relations

- 1.1** You may make a Request by telephone, facsimile, electronic mail, an authorized TPP pursuant to clause 3.7 below and/or by using the Online System. For the purposes of these Standard Terms and Conditions, a Request shall be deemed a payment order delivered by you for the execution of a payment transaction.
- 1.2** Your Request, which is a payment order, must include at least the following information so that We could process its execution: (i) full name of the Beneficiary; (ii) the Unique Identifier of the Beneficiary or if such funds are not being delivered to a bank account, details pursuant to clause 10 below; and (iii) the amount to be sent to the Beneficiary and the relevant currency. You shall ensure that the information You provide concerning the Beneficiary and the payment instructions are correctly transmitted to Us, including but not limited to the Unique Identifier of the Beneficiary, in order to avoid any delay in the Beneficiary's receipt of the payment. We will do everything possible to rectify any error that may occur, but We cannot be held liable for any harm or loss caused by errors or inaccuracies contained in Your Request.
- 1.3** We agree to start processing transactions for You in accordance with Your Request on the same day of the Request if the Request is received before 17.00 on a Business Day (Central European Time).
- 1.4** The deemed time of receipt of Your Request by Us shall be as follows: (i) Requests made on the Online System (by You or the TPP, as the case may be) are received at the time that the Request is confirmed on the Online System or using a TPP pursuant to clause 3.7 below; (ii) Requests by phone are deemed received at the time a Request is confirmed by Us over the phone; (iii) Requests by electronic mail are deemed to be received at the time the electronic mail is received by Us at the electronic mail address notified to You and confirmed by Us over the phone; and (iv) Requests by fax are deemed as received at the time the fax is received by Us at Our offices and confirmed by Us over the phone. Requests received after the cut-off time of 17.00 on a Business Day (Central European Time) or on a day other than a Business Day will be deemed to have been received on the next Business Day.
- 1.5** For each Request that You make and that is deemed received pursuant to clause 1.4, We will send You a Written Confirmation setting out the relevant details of the instructions that You have given Us, as We have understood them, confirming to You both the price applied by Us and accepted by You and the charges associated with the Request concerned. For Requests made via the Online System, or using a TPP pursuant to clause 3.7 below, Confirmations will be generated and sent by the Online System. Once We have received Your Request, including using a TPP pursuant to clause 3.7 below, such Request is binding upon You, unless the Agreement expressly provides otherwise. We will inform You of the deemed time of receipt of a Request. For the avoidance of doubt, We will execute a payment transaction for You after a Request has been received, subject to clause 6. Notwithstanding the above, where You are Micro-Enterprise then upon Your request We shall provide You with information about a maximum time

by which Your payment order shall be executed and all the fees, costs and charges related to execution of Your payment order before Your payment order is executed.

- 1.6** If You have not received the Confirmation within twenty-four (24) hours following the deemed receipt of a Request pursuant to clause 1.4 above, We request You and You undertake to inform Us immediately of this non-receipt by telephone.
- 1.7** The Confirmation is an important document, and We request that You verify the Confirmation when You receive it and inform Us immediately by electronic mail, fax or phone if You consider that any of the details of Your instructions specified in the Confirmation are incorrect. If We do not receive any notification of an error or omission by the time referred to in clause 1.7.1 below, We will execute Your Request on the basis of the details of Your instructions set out in the Confirmation.
- 1.7.1** If We receive a notification of an error or omission from You by the time we have started processing a Service described in the Confirmation, We will double-check the details of the Confirmation in relation to Our record of the communication whereby Your Request was made. We will inform You of the results of Our verification and, on request, will provide You a copy of the records of the communications concerned.
- 1.7.2** If this new verification shows that the Confirmation is in conformity with the record of the communication whereby the Request concerned was made, We reserve the right to continue to perform the Services described in the Confirmation. If however You request a modified Confirmation, We will do everything that We reasonably can to provide this, but We cannot guarantee in this case that the commercial terms and conditions indicated in the initial Confirmation can be complied with and You alone must bear the financial consequences.
- 1.7.3** If on the contrary, this new verification reveals that the Confirmation did not conform to the record of the communication whereby the Request concerned was made, We undertake to remit to You a modified Confirmation as quickly as possible.
- 1.7.4** By executing the Agreement You understand and agree that any telephone conversations with You may be recorded, in order to protect both Your interests and Ours, in the unlikely event of a disagreement.
- 1.7.5** By executing this Agreement You understand and agree that any telephone conversation with You may be used by Us for the purpose of direct marketing of our Services or products.
- 1.8** For the purposes of clause 1.8.1, the time of receipt of a payment order shall be deemed to be the latest of:
- (a) the date of receipt by Us of the payment to Our benefit provided for in clause 7.1 below if received before the cut-off time of 15.00 (Central European Time), otherwise the immediately following Business Day (or in case of Instructions Out of Holding the day on which there is sufficient Total Holding Balance achieved according to this rule); or
 - (b) the date of deemed receipt of the Request, including delivery instruction(s) pursuant to clause 1.4 above; or

such other date specifically agreed between You and Us. We will inform You of the deemed time of receipt of a payment order.

- 1.8.1** We will deliver the electronic funds transfer payment(s) requested by You as follows:
- (a) if the payment is to be delivered in the EEA and in euro or in Polish zloty in Poland, payment will be delivered to the account of the Beneficiary's payment services provider by no later than the end of the Business Day following the time of receipt by Us of the payment order pursuant to clause 1.8;
 - (b) if the payment is to be delivered in any EEA currency other than euro but in the EEA or other than Polish zloty in Poland, the payment will be delivered to the account of the Beneficiary's payment services provider by no later than the end of the fourth Business Day following the time of receipt by Us of the payment order pursuant to clause 1.8; and
 - (c) payment transactions to be delivered outside of the EEA or in any non-EEA currency and payments to be delivered by draft shall be processed and delivered by Us in accordance with Our standard processing times. Up to date information on our standard processing times is available upon Your Request at Our premises or over the telephone.
- 1.9** We shall execute Instructions into Holding and deliver electronic funds into the Holding Balance for Incoming Payments (see clause 1.10 below) immediately following the time of receipt of the respective funds by Us (or no later than the end of the following Business Day in the case of transaction in non-EEA currency).
- 1.10** You may instruct a third party to electronically deliver a certain amount of funds for Your benefit into a correspondent bank account designated, owned and maintained by Us (the "**Incoming Payment**"). You

shall require that the third party sender includes Your name and company ID as designated by Us in the memo or reference line of any such Incoming Payment. We may, in Our sole discretion, attempt to contact the third party sender to secure any additional information that may be needed to ensure accurate processing of the Incoming Payment. You waive any claim to hold Us liable for any loss, damage, cost or expense incurred by You as a result of any delay in delivery of the Incoming Payment which occurs in connection with the receipt by Us of incomplete or inaccurate Incoming Payment information (save for damage caused by Us intentionally) and We accept such waiver. Following Our receipt and confirmation of the Incoming Payment, We will deliver the Incoming Payment to You or a Beneficiary specified by You. If no Request including delivery instruction(s) is deemed to be received in accordance with clause 1.4 before We actually receive the Incoming Payment, You are deemed to have given Us the Instruction Into Holding for such Incoming Payment. We shall either delivered the funds in accordance with Your Request or allocated them into the Holding Balance, as relevant, in each case within the applicable periods referred to in clauses 1.8 through 1.9 above after receipt of the Incoming Payment, including information on Your name and company ID by Us. We are only obliged to deliver the Incoming Payments based on the Unique Identifier provided by the sender and irrespective of the currency of the transaction and the currency of the specified account. We are not required to check the Unique Identifier against other information We have, unless We are required to do so by applicable law or regulatory requirements. You waive any claim to hold Us liable (save for any damage caused by Us intentionally) for any loss, damage, cost or expense incurred by You as a result of any delay in delivery of the Incoming Payment which occurs in connection with the receipt by Us of incomplete or inaccurate Unique Identifier and We accept the waiver.

- 1.11** When We accept an Incoming Payment from a third party and the Incoming Payment is not credited to an account maintained by Us for the purposes of executing Your payment transactions, We shall make such Incoming Payment available to You immediately after the Incoming Payment has been received by Us. Where You elect to have such Incoming Payment directed to Us, We shall ensure that the credit value date shall be no later than the Business Day on which the amount of the Incoming Payment is credited to the correspondent bank account designated, owned and maintained by Us. Where the Incoming Payment (i) does not involve a currency conversion; or (ii) involves only a currency conversion between euro and Polish zloty or another EU currency, between Polish zloty and another EU currency, or between two EU currencies, We shall ensure that the Incoming Payment is at Your disposal immediately after it is credited to the correspondent bank account designated, owned and maintained by Us.
- 1.12** Any payments made by You to Us in relation to the Services shall be made by electronic transfer to the relevant account communicated to You in line with clause 7.1.
- 1.13** You must keep in Your premises a recording of all Your Requests that are transmitted to Us.
- 1.14** We are authorised by the mere fact of receiving a Request from You, and even before receipt by You of a Confirmation, to perform such Request and rely on its accuracy.
- 1.15** The responsibility relating to the transmission of the Request to Us lies with You, and You must verify that all the information contained in Your Request is correct and, if in Writing, legible before the Request is transmitted to Us.
- 1.16** If You discover an error in the Request after its transmission, You must immediately notify Us.
- 1.17** If You fail to provide a timely, complete, accurate and legible Request, We may be unable to process it or there may be delay in processing it. In this event, We may elect to hold any funds received pending receipt from You of the information necessary to complete the transaction(s), or not to accept or cancel the Request, as relevant, and return received funds to You.
- 1.18** If Your Request relates to a payment transaction involving an exchange of currency, We and You must also individually agree the exchange rate, currencies involved and the amounts sold/bought. You will receive an exchange rate quote which will only be valid for a limited time at the moment when the exchange rate is requested. The exchange rate applicable to any particular Request is the exchange rate provided to You at the time the Request is submitted by You and accepted by Us.
- 1.19** Notwithstanding the provisions of clause 1.9 above, with respect to any funds received by Us from You or for Your benefit, You shall give Us corresponding Request(s), including delivery instruction(s). If no specific Request, including a delivery instruction, is deemed to be received in accordance with clause 1.4 before We actually receive such funds, You are deemed to have given Us the Instruction Into Holding for such funds. In such case We shall make such funds available to You so that, after deducting Our applicable fees, charges, costs and other prices - to the extent permitted by the Polish Payment Services Act (*Ustawa o usługach płatniczych*) of 19 August 2011 (as amended), the funds are allocated into the Holding Balance within the applicable periods referred to in clause 1.9 above after receipt of the funds.
- 1.20** We shall use Our reasonable endeavours to provide the Services in accordance with Your Requests. However, in the event You provide a Request to Us for the initiation of a payment in a particular currency (the "**Instruction Currency**") that is different from the currency in which the Beneficiary's payment

account is kept and maintained (the "**Beneficiary Currency**"), You hereby authorise and instruct Us to initiate the payment in the Beneficiary Currency and agree that We shall convert the Instruction Currency into the Beneficiary Currency by applying an exchange rate of 2% above the interbank market rate prevailing at the time the transaction is processed or, if no interbank market rate is available at the time the transaction is processed or the volume of transactions in that currency is reasonably assessed as insufficient to consider any available interbank market rate of that currency reliable at the time the transaction is processed, such other rate, which is applied to the payment by Our counterparty bank based on this counterparty bank's estimation of the current market rate in the relevant currency pair (an "**Automatic Currency Conversion**"). You hereby acknowledge and accept that this may result in two consecutive currency conversions. Details of the interbank market rate are publicly available online on the trading platforms of the Electronic Broking Services and Thomson Reuters and upon request We shall confirm to You the current interbank market rate or the identity of Our counterparty bank. You are aware that in cases where We execute an Automatic Currency Conversion, the Confirmation provided by Us to You will not state the foreign exchange rate applied to the Automatic Currency Conversion, because at the time the Confirmation is issued, We will not be able to predict whether or not an Automatic Currency Conversion will be necessary. It is understood that once We have become aware of the foreign exchange rate to be applied to an Automatic Currency Conversion, We shall be under no obligation to inform You about such foreign exchange rate, unless You request such information.

- 1.21** If a quoting error occurs due to a typographical error made by Us or there is an obvious mistake in an exchange rate quote We provide to You in relation to a Request made by telephone or facsimile or letter or email (the "**Quoting Error**"), We shall not be liable for any damages, claims, losses, liabilities or costs arising from the Quoting Error. We will make reasonable efforts to correct the Quoting Error and recover the funds involved in the relevant transaction. Any dispute arising from a Quoting Error will be resolved on the basis of fair market value as determined by Us acting reasonably, of the relevant currency at the time the Quoting Error occurred.

2. Licence Agreement and Special Terms and Conditions for Users of the Online System

- 2.1** We may ask You to sign several forms in order to be authorised to use the Online System. Subject to Your acceptance of these Standard Terms and Conditions and Your compliance with them, We grant You a licence to use the Online System, solely for the purpose of accessing the Services.
- 2.2** The licence that is granted to You is non-exclusive and non-transferable and is limited by the duration of the Agreement. The Online System must be used only by You and solely for Your internal professional needs and You may not use it for other purposes (including but not limited to distributing, disclosing or selling it to, or permitting its use by, any third party; reproducing any part of it in any form; creating any derivative work based thereon; incorporating the Online System into other websites, electronic retrieval systems, publications or otherwise).
- 2.3** The Online System and all reproduction rights and other intellectual property rights relating to the Online System (including but not limited to messages, reports or databases in any form) are and will remain Our exclusive property.
- 2.4** You can only use the Online System to access the Services as part of normal business activity, in compliance with applicable clause 3.7 below and Polish laws and regulations and international treaties. You must ensure that access to the Online System is limited to those of Your employees or representatives whose functions require them to access the Online System as part of normal business activity. You must make each of these employees or representatives aware of these Standard Terms and Conditions and ensure that no persons or legal entities permitted to have access to the Online System contravene these Standard Terms and Conditions or allow any other party to contravene them.
- 2.5** Except in circumstances expressly provided for by law, You must not: (i) duplicate or modify the Online System or its components; (ii) carry out any decompilation operation on all or part of the Online System; or (iii) seek to copy or reproduce the Online System's operation or source code by any other means.
- 2.6** Should errors occur in the Online System or in Our systems, resulting in the Online System, the software or the Services no longer being available for use, You must use another method to transmit a Request to Us.

3. Your use of the Online System and placing Requests over the phone

- 3.1** Unauthorised use on Your part of the Online System will constitute failure to comply with, and breach of, the terms of the licence that was granted to You under the terms of these Standard Terms and Conditions.

- 3.2** By Your agreement to these Standard Terms and Conditions, and in Your capacity as User of the Online System, You confirm that You, Your employees and Your representatives will be bound by and must comply with these Standard Terms and Conditions. The person agreeing to these Standard Terms and Conditions on Your behalf, in Your capacity as User of the Online System, represents and warrants that she/he is Your duly authorised Representative and that she/he has the powers necessary to make undertakings that are binding on You in Your capacity as User of the Online System in respect of these Standard Terms and Conditions.
- 3.3** We shall use the information supplied by You, in Your capacity as User of the Online System, to create for You an account enabling the User of the Online System to access the Online System. In Your capacity as User of the Online System, You declare and warrant that the information supplied is accurate, and agree to inform Us of any changes relating to it.
- 3.4** In Your capacity as User of the Online System, You must take reasonable steps to protect the Online System Access Methods, in particular, appoint an individual to act on Your behalf as Security Administrator and comply with Your further obligations pursuant to clause 15 below. The Security Administrator is the person who has the power to determine who can access and use the Online System on Your behalf. The Security Administrator may not appoint any new authorised users of the Online System; no person can become an authorised user of the Online System without our approval.
- 3.5** In Your capacity as User of the Online System, You shall notify Us immediately in the event of any suspected breach of the Online System Access Methods, in the case of suspected fraudulent activity, or upon learning of any actual or suspected compromise in the security of the Online System Access Methods, any change, addition or deletion thereof, or becoming aware of the loss, theft, misappropriation or unauthorised use thereof. For this purpose we can be reached at any time by e-mail stated in clause 17.1 or by phone on each Business Day between 8:00 and 17:00 at the number stated in clause 17.1. We shall notify You from time to time in Your capacity as User of the Online System regarding the following areas, including but not limited to, significant security breach events, general security information warnings, possible fraudulent practices or other similar suspected activities.
- 3.6** You may submit Requests by phone to Us by quoting the authorisation details as required. You shall at all times be solely responsible for the security of Your account ID, and, if provided by Us, any telephone password(s) and access codes and agree that any use of such data to provide a Request to Us shall be binding on You. You agree to inform Us immediately upon learning of any of the following: (a) suspected fraudulent activity on Your account with Us; or (b) any compromised security of Your authorisation details. For this purpose we can be reached at any time by e-mail stated in clause 17.1 or by phone on each Business Day between 8:00 and 17:00 at the number stated in clause 17.1.
- 3.7** We will provide access to account information service providers (*dostawcy świadczący usługę dostępu do informacji o rachunku oraz dostawcy świadczący wyłącznie usługę dostępu do informacji o rachunku*) and payment initiation service providers (*dostawcy świadczący usługę inicjowania transakcji płatniczej*) (each as defined in the Polish Payment Services Act (*Ustawa o usługach płatniczych*) of 19 August 2011 (as amended)) ("TPPs") to Your account designated by Us for the purposes of executing Your payments to the extent that such account is accessible online on the Online System provided that, on each occasion the TPP requests access to the Online System:
- (a) You have contracted with a TPP that is appropriately authorised or where applicable registered with a relevant register kept by Polish Financial Supervision Authority (Komisja Nadzoru Finansowego) or an equivalent regulator in the EEA;
 - (b) You have expressly consented to such TPP being given such access;
 - (c) You successfully carry out all security protocols including authentication of any User of the Online System; and
 - (d) the TPP adheres to any relevant access protocols that We may apply from time to time.

Nothing in clause 3.7 shall disapply or otherwise conflict with any provision of these Standard Terms and Conditions where You assume liability or responsibility to Us for any damage, charge and expense (including without limitation, any foreign exchange loss) incurred by Us in connection with the performance of the Services or delivery of any Request including a payment order.

4. Support services

We will provide You with support for the use of the Online System to access the Services by placing at Your disposal Our support staff on each Business Day between 8:00 and 17:00 which can be reached by phone at the numbers stated in clause 17.1.

5. Circumstances where We cannot accept Your Request or where We can cancel Your Request

- 5.1** We cannot accept Your Request or We can cancel Your Request and not execute a Request, regardless of whether or not a Confirmation has been issued in the following circumstances:
- 5.1.1** If You have not complied with the Agreement including but not limited to the non-receipt of the transfer of funds/sums that You owe Us and/or your failure to provide Us with a timely, complete, accurate and legible Request;
 - 5.1.2** Where accepting and/or executing the Request would be unlawful or illegal, or would contravene the requirements stipulated by a regulatory body or would otherwise contravene applicable laws;
 - 5.1.3** Where accepting and/or executing the Request (other than including only payment order) would as determined by us in Our sole discretion generate expenses or costs that are unduly high for Us;
 - 5.1.4** Where there are reasonable grounds to believe that, for Us, executing the Request would constitute a criminal offense;
 - 5.1.5** Subject to mandatory provisions of Polish Insolvency Law (*Prawo upadłościowe*) of 28 February 2003 (as amended) and Polish Restructuring Law (*Prawo restrukturyzacyjne*) of 15 May, 2015 (as amended), and with respect to Requests other than payment order, if You cease Your payments or admit that You are generally unable to settle Your debts when they become due for payment, if You have ceased Your activities, if You are in a state of insolvency as referred to in Article 11 of the Polish Insolvency Law (*Prawo upadłościowe*) of 28 February, 2003 (as amended) or if You are otherwise in a state of insolvency in any applicable jurisdiction, or if You are threatened with insolvency within the meaning of Article 6 of the Polish Restructuring Law (*Prawo restrukturyzacyjne*) of 15 May, 2015 (as amended), or if You have requested the commencement of restructuring proceedings (*postępowanie restrukturyzacyjne*) pursuant to the Polish Restructuring Law (*Prawo restrukturyzacyjne*) of 15 May 2015 (as amended), if You are the subject of insolvency or restructuring proceedings in any applicable jurisdiction including, but not limited to: (i) by filing motion for insolvency (*wniosek o upadłość*) pursuant to Polish Insolvency Law (*Prawo upadłościowe*) of 28 February, 2003 (as amended) or (ii) by declaration of insolvency (*ogłoszenie upadłości*) pursuant to the Polish Insolvency Law (*Prawo upadłościowe*) of 28 February, 2003 (as amended) or (iii) by filing motion for approval of arrangement (*wniosek o zatwierdzenie układu*) pursuant to Polish Restructuring Law (*Prawo restrukturyzacyjne*) of 15 May 2015 (as amended) or (iv) by declaration of approval of arrangement (*zatwierdzenie układu*) pursuant to Polish Restructuring Law (*Prawo restrukturyzacyjne*) of 15 May 2015 (as amended), or if You are the subject of an order or a resolution for liquidation, or if any other company belonging to Your Group has become insolvent in any applicable jurisdiction or is the subject of one of the measures or proceedings mentioned in this clause 5.1.5;
 - 5.1.6** Where We have reasonable grounds to suspect an unauthorised or fraudulent Request submission, use of the Services, the Online System, the Online System Access Methods and/or a payment instrument used by You to pay any funds to Us;
 - 5.1.7** If We are prevented, by an event or circumstances out of Our control, from executing the Request;
 - 5.1.8** With respect to Requests other than payment orders, if Change of Control occurs;
- 5.2** For the same reasons stated in the provisions of clause 5.1 We may prevent You from accessing the Online System.
- 5.3** If We decide, pursuant to the provisions of clause 5.1, not to accept a Request or not to perform a Service, or decide to delay the handling of a Request or performance of a Service, We will notify You to that effect as soon as possible, save for instances where We are legally restricted from informing You, no later than the following Business Day. We will provide You with the reasons why We did not accept Your Request to the extent We are legally permitted to do so. If Our refusal to deal with Your Request is caused by a material error which can be corrected, We will provide You with the process to be followed by You to correct such material error.
- 5.4** If We decide, pursuant to the provisions of clause 5.1, to cancel Your Request that was duly accepted or prevent You from accessing the Online System, We will notify You as soon as possible but in any event within the time for execution of the Request pursuant to clause 1.8 through 1.9 unless informing You would be in breach of Our legal or regulatory obligations.
- 5.5** If we cancel Your Request, pursuant to the provisions of clause 5.1, We may have to interrupt any measure that We have initiated in the performance of Your Request and You will be required to indemnify Us in full for all losses, expenses, damages, costs and disbursements that We have incurred as

a result of these measures, this interruption or cancellation. You will however not be required to indemnify Us in case we cancel Your request pursuant to clause 5.1.3.

6. Cancellation on Your Initiative

In the event of cancellation by You of a Request (which You can only effect if Your payment order has not yet been received by Us as provided for under clause 1.8 and at the latest at the end of the Business Day preceding the date of execution of the payment as provided for under clause 1.8 above) prior to any payment made by Us pursuant to the Agreement, We may have to interrupt any measure that We have initiated in execution of Your Request and You will be required to indemnify Us in full for all losses, expenses, damages, costs and disbursements (including foreign exchange loss and fees for cancellation of a Request) that We have incurred as a result of this interruption or cancellation.

7. Payments from You

Settlement of Requests by You

- 7.1** Regardless of whether or not We have issued a Confirmation, unless otherwise agreed, You must irrevocably transfer the funds (in each case including the cost of currency acquisition as well as any fees and charges You owe to Us with respect to a Request) pursuant to a Request or payment order made by You (or using a TPP under clause 3.7 above) into an account maintained by Us for the purpose of executing Your payment transactions the details of which will be communicated by Us to You (by means that We shall have agreed or specified in due time), before We make any payments in accordance with Your instruction. You agree to promptly deliver the payment to settle your obligations under a payment order to Us in final, non-revocable cleared funds (i.e. not subject to recall).
- 7.2** If the said funds are not received, We may be led to delay performance of the Services and the Beneficiary may receive the payment due to it late. In this circumstance, You waive any claim to hold Us liable for any loss, costs, charges or expenses incurred by You or Your Beneficiary insofar as We shall have been put in a position where We were unable to adhere to the value date that was agreed between You and Us, which could only be adhered to on condition that the funds were received by Us in conformity with the provisions of the Agreement (save for damage caused by Us intentionally) and We accept such waiver.
- 7.3** Payment must be delivered promptly after the deemed receipt of the Request but not later than two (2) Business Days following the deemed receipt of the Request.
- 7.4** Where You place funds with Us into an account maintained by Us for the purpose of executing Your payment transactions in the same currency as such account, We shall ensure that the amount is made available to You and value dated no later than the end of the next Business Day after the receipt of the funds.

Payment of Our Fees and Charges

- 7.5** You understand and agree that We will charge certain fees for the Services. These fees shall be set forth in a Fee Schedule that will be provided to You from time to time or upon Your express request. We may change the fees charged for the Services at any time in accordance with clause 18.3 below.
- 7.6** Subject to mandatory provision of Polish Civil Code on maximum interest rate, payments that remain due to Us from You after the date they are due (without prejudice to Our other rights and without it being possible for this provision to be considered as constituting an obligation for Us to grant You credit facility) will bear the interest at the statutory interest (*odsetki ustawowe*) rate per annum. This interest will start to accrue as from the first day following a date the relevant amounts became due (including that day) and will be calculated on a daily basis. The interest will not become part of the principal of the amount owed by You to Us and will be payable on demand.

8. Holding Balances

- 8.1** We shall open and maintain a Holding Balance for You automatically from the beginning of the cooperation between You and Us. You may hold funds in a Holding Balance in various currencies determined by Us. An up to date information on the currencies in which funds may be held in a Holding Balance is available upon request on Our premises or over the phone. No interest accrues on the funds in a Holding Balance.
- 8.2** Holding Balances shall be identified by the specific client number assigned by Us to You at the latest at the time of signing of the Subscription for Services Agreement. The client number and other access methods for Your Holding Balance are the same as for generally using the Services. We will notify a client

number to You in Writing and deliver it either in person in connection with signing of the Subscription for Services Agreement or send together with the execution copy of the Subscription for Services Agreement.

- 8.3** Only You shall be entitled to dispose with the funds in the Holding Balances based on Requests. This provision shall not affect Our right (to the extent permitted by the Polish Payment Services Act (*Ustawa o usługach płatniczych*) of 19 August 2011 (as amended) to collect (set-off mutual receivables) all fees, costs, damages, charges, expenses and other receivables of Us against You connected to providing the Services.
- 8.4** We shall inform You about the actual Total Holding Balance over the telephone after checking the authorisation details pursuant to clause 3.6. The Total Holding Balance may also be checked through the Online System.
- 8.5** A Holding Balance may be used for (i) receiving funds, (ii) remitting funds, (iii) purchasing funds in another currency and (iv) selling funds in another currency.
- 8.6** Funds may be maintained in a Holding Balance for a maximum of ninety (90) days. You shall be responsible for all risks (including without limitation, fluctuations in the value of the currency held) associated with maintaining Holding Balances in one or more foreign currencies. After the lapse of this term We shall deliver the Total Holding Balance in accordance with a Request deemed to be received by Us pursuant to clause 1.4. no later than on the last Business Day of the ninety (90) day period. If We do not receive a timely Request for the disposition of such funds prior to the expiry of the ninety (90) day period, the Total Holding Balance will be (i) transferred to an account of Your payment service provider (other than Us) maintained in the same currency as the Holding Balance if We are aware of such account, or (ii) converted to Your home currency at the then prevailing exchange rate(s) and the equivalent then transferred to Your account maintained with a payment service provider (other than Us).
- 8.7** Promptly upon executing each Instruction out of Holding (or in case of Incoming Payments Instruction into Holding), We shall provide You in Writing (or through the Online System) with information on the relevant transaction, including Unique Identifier or other data enabling You to identify the transaction, amount and currency of the transaction, exchange rate, applicable fees, interest, the credit value date, the date of deemed receipt of the payment order or where relevant, the Beneficiary. Where You are a Micro-Enterprise You may request Us to provide You with or make available to You all the above information periodically, at least once per month, in Writing.

9. Standing Order Instructions

- 9.1** If You submit a Standing Order Instruction to Us, You authorise Us to accept and act in accordance with the Standing Order Instruction. Each Standing Order Instruction shall be effective only after We have received it and have had a commercially reasonable opportunity to act upon it. Each Standing Order Instruction must set out the currency, the amount, the Standing Order Effective Period and payment instructions (if any). Standing Order Instructions are accepted on Business Days between 8.00 and 17.00 (Central European Time). Standing Order Instructions placed outside of this time shall be deemed to be received at 9am (Central European Time) the following business day.
- 9.2** If the Target Rate becomes Sustainable and Purchasable during the Standing Order Effective Period, We will execute the Standing Order Instruction and send You a confirmation. For avoidance of doubt, unless You cancel the Standing Order Instruction in accordance with clause 9.3 below, the Standing Order Instruction will be binding on You once the Target Rate becomes Sustainable and Purchasable during the Standing Order Effective Period and You will be liable to Us for the full amount payable pursuant to the Standing Order Instruction. You agree to promptly review each confirmation for accuracy and immediately advise Us of any error or discrepancy therein.
- 9.3** Standing Order Instructions may not be cancelled by You at any time after the Target Rate has become Sustainable and Purchasable. In order to cancel a Standing Order Instruction during the Standing Order Effective Period, We must receive from You an instruction, either in Writing or through the Online System, directing cancellation and such cancellation shall be effective once We will have had a commercially reasonable opportunity to act upon such Request, before the Contract Funds have been purchased by or sold by You. In the absence thereof, We shall act in accordance with the Standing Order Instruction and You shall be liable for the amount payable pursuant to the Standing Order Instruction.
- 9.4** If the Target Rate does not become Sustainable and Purchasable during the Standing Order Effective Period, the Standing Order Instruction shall automatically expire at the end of the Standing Order Effective Period. Unless otherwise stated in the Standing Order Instruction, Standing Order Instructions shall remain in effect until 23.59 (Central European Time) on the last day of the Standing Order Effective Period.

9A PPE Forward Contracts and Future Payments Transactions

In this clause 9A, the capitalised terms shall have the following meanings or if not otherwise defined in this clause, shall have the meanings ascribed to them in clause 22 of these Standard Terms and Conditions:

“Advance Payment” means a security payment You have to provide Us with in connection with a PPE Forward Contract; such payment shall be cash collateral;

“Affected Transaction” has the meaning specified in clause 9A.19 below;

“Collateral” means any Advance Payment and/or Margin Deposit;

“Contract Date” means the date on which You instruct Us to enter into a Future Payments;

“Delivery Window” means the period of time prior to the PPE Maturity Date during which You may Draw Down on a PPE Forward Contract, if so agreed between You and Us;

“Draw Down” means the partial delivery and/or partial or full settlement of a PPE Forward Contract;

“Financial Collateral” means financial collateral (*zabezpieczenie finansowe*) within the meaning of the Polish Act on Certain Financial Collaterals (*Ustawa o Niektórych Zabezpieczeniach Finansowych*) dated 4 April 2004, as amended, provided by You to Us in a form of the Advance Payment and the Margin Deposit by way of security transfer of such funds in order to secure Our receivables in connection with the PPE Forward Contract(s).

“Future Payments” means an agreement entered into between You and Us in which: (i) You agree to purchase a specific amount of funds in one currency and to settle on an agreed future date in a specific amount of funds in another currency at an agreed fixed exchange rate, and (ii) We agree to transfer the purchased funds to a designated Beneficiary or Yourself for an agreed service fee if applicable;

“In the Money” means in respect of a PPE Forward Contract, the positive difference in value of a PPE Forward Contract between the original purchased foreign exchange rate and the current market rate;

“Margin Deposit” means a security payment additional to the Advance Payment that We may require You to provide to Us in connection with a PPE Forward Contract in circumstances described in clause 9A.8 below; such payment shall be cash collateral;

“Maturity Date” means the date on which the Forward Contract becomes due for delivery and settlement. The Maturity Date must be a business day in all jurisdictions involved in the relevant PPE Forward Contract, including both countries of the currencies involved. The Maturity Date shall always be the last day of the Delivery Window, if any;

“ND Facility” (No Deposit Facility) means a limit (or a combination of several different limits applicable to different durations of PPE Forward Contract) expressed in notional amount which We may, in Our sole discretion, extend to You in Writing from time to time and which will allow You to agree PPE Forward Contracts within that limit without having to make an Advance Payment;

“OTM Facility” means any Out of the Money exposure limit which We may, in Our sole discretion, extend to You in Writing from time to time and which will allow You to agree PPE Forward Contracts within that limit without having to make an Advance Payment and/or a Margin Deposit;

“Out of the Money” means in respect of a PPE Forward contract the negative difference in value of a PPE Forward Contract between the original purchased foreign exchange rate and the current market rate;

“PPE & FP Settlement Amount” means the total amount, including the cost of currency acquisition as well as any fees and charges You owe Us pursuant to a PPE Forward Contract or a Future Payment;

“PPE Forward Contract” means an agreement entered into between You and Us in which You agree to purchase from (or sell to) Us a specific amount of funds in one currency and to settle, on an agreed future date, in a corresponding amount of funds in another currency; and

“Release Date” means the date on which a Future Payments transaction becomes due for release and settlement. The Release Date must be a business day in all jurisdictions involved in the Future Payments, including both countries of the currencies involved in the transaction.

PPE Forward Contracts

9A.1 You may authorise Us to enter into a PPE Forward Contract transaction with You by delivering a Request provided that, save as expressly contemplated by any OTM Facility and/or ND Facility We extend to You, We promptly, but no later than by an agreed date, receive an Advance Payment equal to an agreed percentage, on the basis of the evaluation of Your credit worthiness, of the nominal value of the PPE Forward Contract. This may be waived in case an OTM Facility and/or a ND Facility have been made available to you. You agree to perform the PPE Forward Contract entered into in conformity with its provisions, including those concerning the Maturity Date and the PPE & FP Settlement Amount.

9A.2 You confirm, represent and warrant that each PPE Forward Contract that You enter into with Us is to facilitate payment for identifiable goods or services.

- 9A.3** We shall only be obliged to perform a PPE Forward Contract once We have received from You the outstanding balance of the sums that You owe Us under the conditions set out in clause .1 above.
- 9A.4** Once We have received the PPE & FP Settlement Amount for a PPE Forward Contract, We will deliver the funds into Your Holding Balance or to a Beneficiary in accordance with Your Request(s).
- 9A.5** If specifically so agreed between You and Us You may Draw Down against a PPE Forward Contract during an agreed Delivery Window; provided, however, We have received settlement in immediately available funds corresponding to the amount of the Draw Down. Notwithstanding any Draw Down, You shall be required to provide full PPE & FP Settlement Amount (or any remaining balance) to Us in immediately available funds in connection with a PPE Forward Contract on or before the end of the Maturity Date.
- 9A.6** We may, in Our sole discretion limit PPE Forward Contracts to a predetermined maximum transaction value that will be expressed in Euro and/or to a maximum term of the PPE Forward Contract (i.e. the period between entering into the PPE Forward Contract and its Maturity Date).
- 9A.7** Any Advance Payment to the extent not properly applied or set off by Us in accordance with these Standard Terms and Conditions, in particular clauses 9A.10 or clause 9A.20 below, is recoverable by You once the payment obligations of the PPE Forward Contract have been discharged in full.
- 9A.8** During the term of each PPE Forward Contract (e.g. anytime after entering into the respective PPE Forward Contract until its Maturity Date), We may, at our discretion, at any time request from You an additional amount - a Margin Deposit as Financial Collateral - with respect to your PPE Forward Contracts for the following reasons: (i) if as a result of any market revaluation we carry out, Your PPE Forward Contract moves Out of the Money beyond your OTM Facility (if any); and/or (ii) a deterioration in Your financial standing or creditworthiness. The amount of such Margin Deposit shall be determined by Us and shall be based on the actual Out of the Money position and/or the adverse change in Your financial standing or creditworthiness. If we seek from You a Margin Deposit You agree to provide to Us within 2 Business Days of each such request the relevant Margin Deposit. We may repeatedly request You to make additional Margin Deposits should the PPE Forward Contract continue to move further Out of the Money beyond Your OTM Facility (if any) or if Your financial standing and/or creditworthiness further deteriorates.
- 9A.9** In case you have two or more outstanding PPE Forward Contracts, each of them will be re-valued individually and each PPE Forward Contract exposure will be netted with other such contracts individual exposures to establish Our overall exposure for all Your outstanding PPE Forward Contracts. Accordingly, We will ask You to pay the Margin Deposit if the net mark to market value of all these contracts moves Out of the Money beyond Your OTM Facility (if any) and/or if there is relevant deterioration of Your financial standing or creditworthiness.
- 9A.10** The Advance Payments as well as the Margin Deposits are provided to Us by way of security transfer of such funds and constitute the Financial Collateral securing Your debts (corresponding to Our claims) from all outstanding PPE Forward Contracts and/or Future Payments at any time. We are entitled to hold the Advance Payments as well as the Margin Deposits received from You in our ownership and may apply them to satisfy Your total payment obligations owed to Us with respect to any outstanding PPE Forward Contract and/or Future Payment on its Maturity Date, Release, date the Termination Amount becomes payable in accordance with the terms of the Agreement or any other date You breach the terms of the Agreement. In such situation or following your default or in circumstances described in clause 9A.19 below, We will satisfy receivables by withdrawing the funds held as the Financial Collateral and setting-off (*kompensata*) the Financial Collateral against Our receivables or by any other possible means allowed by applicable law. Following a dispatch of the notice pursuant to clause 9A.20 below, the Financial Collateral will be included in the close out netting arrangement pursuant to clause 9A.20 below and Our claims will be satisfied by means described in clauses 9A.20 and 9A.21 below.
- 9A.11** If You fail to comply with any of Your obligations set out in this clause 9A or those contained in the provisions of any PPE Forward Contract, You will indemnify Us in full for all the losses, costs, charges or expenses that We incur, including those related to the settlement or continuation of any currency contract that We have entered into with other parties.
- 9A.12** We may change and/or withdraw any OTM Facility, ND Facility and/or the maximum limits referred to in clause 9A.6 above: (i) based upon their periodic review in Our sole discretion; (ii) in cases described in the provisions of clause 7.2 above; or (iii) if there has been material adverse change in the cash flow, business activities, assets, financial (or other) condition or perspectives of You as from the date of the last notification on the relevant limit or, as applicable, the last regular review as per (i) or other detrimental circumstances which in Our reasonable opinion could have a material adverse effect on Your ability to comply with any of Your obligations towards Us. We will notify You in Writing of any change or withdrawal of any OTM Facility, ND Facility and/or the maximum limits referred to in clause 9A.6 above and pursuant to previous sentence; these may be further changed based on a Written agreement between You and Us.

9A.13 Until any payments or deliveries due on any date from You to Us in respect of any PPE Forward Contracts have been satisfied in full, including by way of the set-off as described in clause 20 below, We may, in Our discretion, withhold any payment or delivery due from, or incurred by, Us to you on that date under or pursuant to the PPE Forward Contracts.

Future Payments

9A.14 You may authorise Us to enter into a Future Payment by delivering a Request to Us from You. We may, in Our sole discretion limit the provision of Future Payments Services to You to a predetermined maximum transaction value that will be expressed in Euros for each Future Payments transaction. We will advise You of any limit that applies before We commence providing Services related to Future Payments to You.

9A.14A You confirm, represent and warrant that each Future Payment that You enter into with Us is to facilitate payment for identifiable goods or services.

9A.15 You must deliver the PPE & FP Settlement Amount to Us in the same currency as the currency specified by You in Your Request for Future Payments.

9A.16 Once we have received the PPE & FP Settlement Amount, We will release the payment in accordance with Your Request. We may charge You a fee for the transfer of the funds as set out in the fee schedule We have provided You with.

9A.17 In the event that You desire to change the Release Date of the Future Payments, or any portion thereof, before the Release Date, You may do so subject to Our express agreement; provided, however, that the maximum length of any amendment to the Release Date shall not exceed one hundred and twenty (120) days after the Contract Date of the Future Payments unless We in Our sole discretion extend the term of the Future Payments.

9A.18 You may amend Your release instructions prior to the Release Date by submitting a Request to Us not to release the full amount of the funds on the Release Date. In such case, You may instruct Us to immediately resell the excess funds at the current market exchange rate or otherwise We will place the balance of the excess funds in a Holding Balance in accordance with clause 10 below.

Provisions applicable to PPE Forward Contracts and Future Payments

9A.19 If You fail to deliver to Us an Advance Payment or Margin Deposit in relation to a PPE Forward Contract at the latest on the due date or, communicate to Us an intent not to provide the Advance Payment or Margin Deposit, or dispute the validity or existence of a PPE Forward Contract, and/or a Future Payment or default, or communicate Your intent to default on any of Your obligations, or admit that You are generally unable to settle Your debts when they become due for payment, or if You are in a state of insolvency as referred to in Article 11 of the Polish Insolvency Law (*Prawo upadłościowe*) dated 28 February, 2003 (as subsequently amended) or if You are otherwise in a state of insolvency in any applicable jurisdiction, or if You have ceased Your activities, or if You are threatened with insolvency within the meaning of Article 6 of the Polish Restructuring Law (*Prawo restrukturyzacyjne*) dated 15 May, 2015 (as subsequently amended), or if You have requested the commencement of restructuring proceedings (*postępowanie restrukturyzacyjne*) pursuant to the Polish Restructuring Law (*Prawo restrukturyzacyjne*) dated 15 May 2015 (as subsequently amended), or more generally, if You are the subject of insolvency or restructuring proceedings in any applicable jurisdiction including: (i) by filing motion for insolvency (*wniosek o upadłość*) pursuant to Polish Insolvency Law (*Prawo upadłościowe*) dated 28 February, 2003 (as subsequently amended) or (ii) by declaration of insolvency (*ogłoszenie upadłości*) pursuant to the Polish Insolvency Law (*Prawo upadłościowe*) dated 28 February, 2003 (as subsequently amended) or (iii) by filing motion for approval of arrangement (*wniosek o zatwierdzenie układu*) pursuant to Polish Restructuring Law (*Prawo restrukturyzacyjne*) dated 15 May 2015 (as subsequently amended) or (iv) by declaration of approval of arrangement (*zatwierdzenie układu*) pursuant to Polish Restructuring Law (*Prawo restrukturyzacyjne*) dated 15 May 2015 (as subsequently amended)), if You are the subject of an order or a resolution for winding up and/or liquidation, We may terminate and unwind, without any notice to You, any PPE Forward Contract and/or Future Payment and/or take any other steps that We deem appropriate (pursuant to clause 5 above) to mitigate the potential loss(es) caused by Your failure to honour Your contractual obligations under the PPE Forward Contract(s) and/or Future Payment(s). In the event of such termination, You agree to pay to Us on demand within five (5) Business Days the amount of any and all losses and expenses incurred by Us in connection with the termination and unwinding of any PPE Forward Contract and/or Future Payment including any loss incurred by Us arising from the Contract Date to the date of termination of the PPE Forward Contract and/or Future Payment.

9A.20 If We terminate any PPE Forward Contract and/or Future Payment (s) pursuant to clause 9A.19 above, we shall send You a notice describing the respective termination event, date of dispatch of the notice and the Termination Amount (as defined below; if already calculated at such date). With effect from the date of dispatch of such notice, all further payments and performances in respect of all PPE Forward

Contract and/or Future Payment shall be discharged and existing duties and obligations of You and Us shall be replaced by a single obligation of either Us or You to be calculated by Us pursuant to clause 9A.21 below (the "**PPE & FP Termination Amount**"). Payment of the PPE & FP Termination Amount is the agreed settlement method for the purpose of Article 85 of the Polish Insolvency and Reorganization Law (*Prawo upadłościowe i naprawcze*). The PPE & FP Termination Amount shall be payable by the debtor by electronic transfer within three (3) Business Days of the date of the request for its payment.

9A.21 On, or as soon as practicable after, the date of dispatch of the notice pursuant to clause 9A.20 above, We shall calculate the PPE & FP Termination Amount in accordance with the principles of fair business dealings, and shall notify You of the PPE & FP Termination Amount (if any) to be received or paid by You. The PPE & FP Termination Amount shall be calculated as of the date of dispatch of the notice pursuant to clause 9A.20 above as a difference between present values of: (i) all Your claims; and (ii) Our claims under the Affected Transaction(s) and/or related to these Affected Transactions (including without limitation any Advance Payments and Margin Deposit, funds pursuant to clause 6.1 above, damages, losses and expenses pursuant to clauses 9A.11 or 9A.19 above). The PPE and FP Termination Amount shall be denominated in Euro. For the purpose of its calculation, the foreign exchange rate published by the Bank of Italy on its website as of the date of dispatch of the notice pursuant to clause 9A.20 above shall apply.

10. Payments by cheque

- 10.1** If You request Us to make a payment by cheque, (i) You shall give the respective Request to Us and, unless the Request is an Instruction Out of Holding and there is sufficient Holding Balance, (ii) at the same time You shall initiate the electronic transfer fund payment corresponding to the amount of the respective payment transaction in favour of Us in accordance with clause 7.1 of these Standard Terms and Conditions.
- 10.2** After receipt of the funds in accordance with clause 7.1 of these Standard Terms and Conditions (or covering these funds from Holding Balance, if relevant), We shall issue a cheque in accordance with Your Request (including the required currency) and pass it to You in an agreed way and within the periods referred to in clause 1.8 You shall then use the cheque for payment in favour of the Beneficiary.

11. Indemnification relating to an issued cheque denominated in a foreign currency

- 11.1** If You fail to deliver a cheque denominated in a foreign currency issued by Us further to Your instructions to the Beneficiary, for any reason whatsoever, including without limitation the loss, theft or destruction of the said cheque, You agree to inform Us as soon as You become aware of it.
- 11.2** As soon as You have notified Us in accordance with the provisions of clause 11.1 above, We will contact the bank that was to clear/pay this cheque in order to stop the cheque as quickly as possible. You cannot however hold Us liable for delays in stopping, or failure to stop, the cheque if We have done everything reasonably possible (save for damage caused intentionally) to stop the said cheque as quickly as possible.
- 11.3** We agree to issue a new cheque in replacement or to reimburse You at an exchange rate that We deem appropriate, only after We have received a confirmation by the bank that was to clear/pay this cheque that the cheque has not been collected/cashed. You waive any claim to hold Us in any way liable (save for damage caused intentionally) and You agree to indemnify Us for any losses, costs, claims, damages and expenses that We incur or are the subject of, as a result of the stopping of the cheque initially issued and its replacement or reimbursement.
- 11.4** If the cheque that was initially issued comes into Your possession or into the possession of the Beneficiary at any time after a stop has been put on it, You hereby undertake to ensure that no attempt will be made to cash this cheque, that it will be returned to Us as soon as possible, and that it will be held on Our behalf while We await receipt of it.
- 11.5** We shall not be under any obligation to issue a replacement cheque or make a reimbursement in the event of Our being able to establish that the cheque initially issued was cashed before a stop was put on it.

12. Indemnification and limitation of liability

- 12.1** To the maximum extent permitted by law, You agree to indemnify Us in full for all losses, damages, costs and expenses incurred by Us or that We are obliged to pay in relation to any Request made by You (or using a TPP under clause 3.7 above).

- 12.2** Unless stipulated otherwise in the Agreement, all representations, warranties, conditions or other terms provided for by law are set aside to the maximum extent permitted by law.
- 12.3** We shall not be liable to You (or to a TPP under clause 3.7 above) and cannot be considered as having failed to perform Our obligations on the basis of the Agreement in the case of a delay in executing, or the failure to execute, a Request (including use of a TPP under clause 3.7 above) that was duly accepted if the delay or non-execution is attributable either in full or in part to any event excluding liability, i.e. an event ascribable to You (including but not limited to the non-receipt of the transfer of funds/sums that You owe Us and/or Your failure to provide Us with a timely, complete, accurate and legible Request or other grounds for cancellation of Your Request, or owing to an event having the nature of force majeure, namely any event that is totally impossible to prevent, even if foreseeable and/or resulting from internal circumstances, including any interruption of services resulting from strikes, accidents of any kind, difficulties affecting the transmission network, or any virus likely to affect the computer networks or systems; or any fault on the part of the managers of these networks or systems and/or Market Disturbance).
- 12.4** To the maximum extent permitted by law, We are not liable towards You (including use of a TPP under clause 3.7 above) for any indirect loss or damage (loss of profit, know-how, clients or other), costs, expenses (including without limitation the cost of lawyers' fees and disbursements) or other claims for indirect damage, regardless of its nature (and regardless of whether it was caused by Us, Our employees, Our representatives or other parties) incurred on the occasion of, or in relation to, any Request or Services executed or performed, or that was due to be executed or performed, in accordance with the Agreement. Similarly, We are not liable for any omission made by You under the conditions provided for in the Agreement.
- 12.5** You expressly agree that any unauthorised or incorrectly executed payment transaction and any claim for damages or losses of any kind whatsoever arising hereunder must be notified to Us as soon as You are aware of such unauthorised or incorrectly executed payment transaction or claim and in any case within two (2) months, or in case You are a Micro-Enterprise, within thirteen (13) months of the circumstances that allegedly caused the incident giving rise to the unauthorised or incorrectly executed payment transaction or claim. If You fail to notify Us in the above term, Your claims arising out of the unauthorised or incorrectly executed payment orders shall expire.
- 12.6** Notwithstanding any other provision in these Standard Terms and Conditions to the contrary, provided that the notification requirements in clause 12.5 have been met, should any payment be made by Us, pursuant to a Request which has not been authorised by You or which was not correctly executed by Us then We shall forthwith refund the amount of the payment delivered to the Beneficiary in the currency of the payment so delivered as if the unauthorised or incorrectly executed payment transaction had never occurred no later than the end of the Business Day following the day on which We become aware of the unauthorised or incorrectly executed payment transaction, unless We will have justified and documented reasons to suspect fraud and will notify competent authorities of this fact in writing accordingly. The credit value date of the refund shall be no later than the date on which the unauthorised or incorrectly executed transaction was debited (and where delivered to the Beneficiary in the currency of the payment so delivered). Nothing in this clause 12.6 shall be construed to limit Your liability for any and all losses incurred in respect of an unauthorised payment transaction where You have acted fraudulently or has with intent or gross negligence: (a) failed to comply with these Standard Terms and Conditions; (b) failed to notify Us without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Services; or (c) failed to take all reasonable steps to keep Online Systems Access Methods or other personalised security features secure.
- 12.7** This clause 12.7 shall apply solely to the remittance of electronic funds transfer payments delivered by Us in euro, Polish zloty or another currency of an EEA State that has not adopted the euro as its currency and within the EEA where You are a Micro-Enterprise. For avoidance of doubt, in no event shall anything in this clause 12.7 be construed as limiting any liability or obligation of a Micro-Enterprise to Us arising pursuant to these Standard Terms and Conditions (or otherwise at law) in connection with foreign currency exchange transactions. Notwithstanding any other provision in these Standard Terms and Conditions to the contrary, provided that the notification requirements in clause 12.5 have been met, should any payment be made by Us, pursuant to a Request which has not been authorised by You or which was not correctly executed by Us, then We shall forthwith refund the amount of the payment delivered to the Beneficiary in the currency of the payment so delivered as if the unauthorised or incorrectly executed payment transaction had never occurred no later than the end of the Business Day following the day on which We become aware of the unauthorised or incorrectly executed payment transaction, unless We will have justified and documented reasons to suspect fraud and will notify competent authorities of this fact in writing accordingly. The refund in relation to payment transaction that was not correctly executed by Us shall include any interest, costs and fees charged in relation to that transaction. Provided that You have not acted fraudulently and that You have notified Us in accordance with clause 12.5, You shall not be liable for any losses (excluding foreign exchange losses)

incurred by either Party in respect of such unauthorised payment transaction which arise following notification made pursuant to clause 12.5. You shall be liable to Us up to a maximum Polish zloty equivalent of fifty (50) euro, calculated in accordance with an average exchange rate published by the National Bank of Poland as of the payment transaction date, for any losses incurred by You or Us prior to notification to Us, as required pursuant to clause 12.5, where such losses are result of the loss, theft or misappropriation or unauthorised use of the Services due to Your failure to keep Online System Access Methods or any other security features used in submitting instructions safe and secure, unless You had no possibility to notice a loss, theft or misappropriation before payment transaction was executed or a loss was attributable to Us or Our employees, agents or Our technical services providers. Nothing in this clause 12.7 shall be construed to limit Your liability for any and all losses incurred in respect of an unauthorised payment transaction where You have acted fraudulently or has with intent or gross negligence: (a) failed to comply with these Standard Terms and Conditions; (b) failed to notify Us without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Services; or (c) failed to take all reasonable steps to keep Online Systems Access Methods or other personalised security features secure.

12.8 We will indemnify You for any damages, costs and disbursements that You are sentenced to pay by a final court decision expressly on the grounds that Your use of the Online System in accordance with the provisions of the Agreement constitutes a breach of the intellectual property rights of a third party, provided that:

12.8.1 You notify Us promptly of any claim or action, or risk of a claim or action, that is being or may be made or brought by a third party in relation to the Online System;

12.8.2 We have control over all actions, claims or proceedings relating to the Online System (including but not limited to potential settlement);

12.8.3 You do not accede to the request and You do not comment or admit to any responsibility or liability whatsoever in the context of these actions, claims or proceedings without Our Written approval; and

12.8.4 You cooperate fully with Us in the context of these actions, claims or proceedings relating to the Online System.

12.9 With the exception of what is provided for in clause 12.8, to the fullest extent permitted by law, We will not accept any liability in relation to any claims made against You by any third party (including a TPP under clause 3.7 above). In particular, We will not be a party to any commercial dispute that may arise between You and the Beneficiary.

12.10 We agree to do all that We reasonably can, within the limits of the state of the art, to ensure the correct operation of the Online System under optimum conditions, and to execute the Requests that are transmitted to Us through the Online System. Accordingly, all personal information, and in particular banking data, codes and Online System Access Methods that You enter will be systematically encrypted. However, to the extent permitted by law, We will not assume any liability with regard to the circulation and conservation of data or its transformation or use by third parties and will not be liable for any losses or costs that You may incur or bear as a result of:

12.10.1 malfunctioning of the Online System, of Our or Your telecommunications systems or networks, resulting in it being impossible to use all or part of the functions that they should offer;

12.10.2 unavailability of all or part of the Service caused by a malfunction of the Online System, of Our or Your systems, of any ancillary equipment or telecommunications networks, or any other circumstance;

12.10.3 delay or error in the performance of a Service or the execution of a Request caused by the Online System, Our or Your systems, any ancillary equipment or telecommunications networks, or any other circumstance.

12.11 You acknowledge that:

12.11.1 the security of information transmitted through electronic means cannot be guaranteed and the transmission of Requests including using TPPs under clause 3.7 above, and Confirmations takes place at Your risk. You authorise Us to act in conformity with the Requests, in the format and in accordance with the content that We receive; and

12.11.2 the right to use the Online System is granted to You subject to compliance with the provisions of the Agreement.

12.12 Notwithstanding the other exclusions and limitations of Our liability provided for in the Agreement, You and Us agree that any liability We incur in relation to the Services performed or due to be performed by Us in accordance with the Agreement will be limited to the value in Polish zloty (including any fees and charges for Our Services) of the transaction concerned on the value date of the said transaction or, if no value date has been agreed, on the date of the deemed receipt of the Request concerned pursuant

to clause 1.4. To the extent that the Agreement limits Our liability to the damage caused by Us intentionally, the fact whether a specific damage was caused by Us intentionally shall be primarily determined on the basis whether We complied with the Confirmation (if issued).

12.13 Any complaint concerning Our Services, Our performance or Our failure to perform, Our team or any of Our sub-contractors should be addressed to Us: in writing (in person at Our premises or via post), verbally (over the phone or in person at Our premises) or electronically (with the use of e-mail or fax) at the address details or numbers mentioned in clause 17.1 below and will be handled by Us in accordance with the following provisions of this Clause 12.13.

12.13.1 We will always try to resolve concerns by the close of the third Business Day.

12.13.2 We will investigate any complaint and will send a reply to You within 15 Business Days of the date of receipt. If We are unable to provide a full response within 15 Business Days of receipt for reasons beyond Our control, We shall send a holding reply, clearly indicating the reason for the delay and specifying a deadline for a full reply, which will be no later than 35 Business Days.

12.13.3 Replies to any complaints addressed to Us will be provided in Writing or any other durable mean which You accept.

12.13.4 Where You are operating Your businesses in the form of civic partnership or as sole proprietor an e-mail can be used only upon Your explicit request.

12.13.5 Where You are operating Your businesses in the form of civic partnership or as sole proprietor and you are not satisfied with the answer to your complaint, You may appeal to the Office of the Financial Commissioner (*Biuro Rzecznika Finansowego*) (www.rf.gov.pl) at. Al. Jerozolimskie 87, 02-001 Warszawa, or biuro@rf.gov.pl

12.14 A copy of Our handling procedure is available upon request and can also be downloaded from <http://en.business.westernunion.pl/About/File-a-Complaint>.

13. Representations and warranties

By entering into the Agreement, You make the following representations and undertake that, both on the date of entering into the Agreement and on the date of any Requests made by You:

13.1 You have the capacity, and have received all the necessary authorisations, to enter into the Agreement and make Requests;

13.2 The Representative(s) signing the Requests in accordance with the Agreement are duly authorised to do so.

13.3 You are a commercial entity who is not a consumer (konsument) pursuant Art. 221 of the Polish Civil Code (Kodeks cywilny) dated 26 April 1964 (as amended) and the Services which You request Us to execute shall be performed within and subject to the scope of your commercial activity;

13.4 Your Requests, and all payments to which they pertain made in conformity with the Agreement, constitute for You a binding commitment, are enforceable against You, and will not contradict or breach the terms of any contract or agreement that You have concluded;

13.5 All Requests made by You, and all payments to which they pertain, are legal, in direct relation to Your commercial or professional payment requirements, and are not made for any illegal purpose, or speculative ends;

13.6 All Requests made by You, and all payments to which they pertain, are not in connection with gambling, pornography or other similar activities;

13.7 You have the necessary authorisations and agreements to make the payments that are the subject of each Request made by You;

13.8 You have taken and will take all appropriate measures to protect the data and/or software stored or loaded in Your computer equipment from contamination by viruses and intrusion attempts;

13.9 You are acting as a principal and have a legal title to all funds used in connection with the Services.

14. Compliance with the regulations relating to exchange control, anti-money laundering and FATCA

14.1 You understand that We take appropriate measures to ensure that We are not participating or assisting in money laundering or terrorist financing. You undertake to comply with all the laws and regulations applicable to exchange control and anti-money laundering in relation to any Request and undertake to respect Our own obligations with regard to such laws and regulations. In particular, You guarantee that all information contained in Subscription for Services Agreement, UBO Declaration and in Your Request is accurate and that the transfer of funds will not constitute a breach of the laws or regulations

applicable to exchange control and anti-money laundering. You agree that We, at Our sole discretion, may, in order to satisfy Our legal obligations under applicable law, including, but not limited to, anti-money laundering, trade and economic sanctions laws and/or regulations, or as may otherwise be required by law or court order, communicate any transaction related information that You have given Us to any correspondent bank, Austrian, Polish or foreign regulatory or judicial authority, at Our discretion, if We consider it necessary or desirable to do so and if such communication is compliant with applicable law. Furthermore, such disclosure may be made to any governmental agency, body or department that exercises regulatory or supervisory authority with respect to Our operations, where such disclosure is made to satisfy routine governmental audit or examination requirements or as part of informational submissions required to be made to such governmental entities in the ordinary course of business. By signing the "Subscription for Services Agreement", You expressly agree, for the purposes of this clause 14.1, to release Us from Our obligations relating to banking secrecy.

- 14.2** Additionally, in order to carry out the transactions described in the Agreement, We have recourse to various entities in Our Group through outsourcing agreements. For that purpose, We may communicate to these entities any information that You transmit to Us, in conformity with the terms and conditions of the said outsourcing agreements. By signing the "Subscription for Services Agreement", You expressly agree, under the terms of this clause 14.2, to release Us from Our obligations relating to banking secrecy.
- 14.3** At any time, the regulatory authorities may request that additional information be sent to them concerning Your organisation or specific transactions. You agree to provide, at any time, the information that We or any regulatory authority may request from You and/or that We may be obliged to forward in relation to You and/or Your Request and/or in relation to satisfy Our obligations under clause 14.1.
- 14.4** If You breach these laws or regulations, You agree that We will retain all sums or funds that have been remitted to Us in compliance with the Agreement and/or that We shall not execute a Request if We are ordered by any regulatory authority (including any foreign regulatory authority) not to execute it; these funds will not bear interest that will be due by Us.
- 14.5** You understand, acknowledge and agree that all transactions, wherever originated, may be processed by Us or may be processed on Our behalf by one or more of affiliated group companies, one or more of which may be located outside of Poland and the European Union. As such, all transactions, wherever originated, shall be processed in accordance with the laws and regulations of the jurisdiction where the transaction is being processed, including but not limited to, those laws and regulations relating to anti-money laundering, anti-terrorism and foreign asset control. You also understand, acknowledge and agree that to the extent the transaction is processed in the United States of America it may be subject to foreign asset control exercised by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury or any other control that may be exercised by the competent US government bodies in accordance with the laws of the United States of America. Personal data can be processed only in accordance with conditions set out in clause 20.
- 14.6** For the avoidance of doubt, the parties acknowledge and agree that it is Your responsibility to determine the source of the payment(s) and the chapter 3 and chapter 4 status of the payee in accordance with United States Internal Revenue Code sections 861 through 865, 1441 through 1446 and 1471 through 1474, and that the parties' expectation is that We would not know or have reason to know of the source of the payment(s) and the withholding status of a payment to a payee. Accordingly, You represent and warrant to Us that, to the extent the U.S. regulations under code section 1441 through 1446 and 1471 through 1474 apply to Your transaction, You have determined the chapter 3 and chapter 4 status of the payee in accordance with Internal Revenue Code sections 1441 through 1446 and 1471 through 1474, and the regulations promulgated thereunder, and have withheld the appropriate amount, if any, required. You shall indemnify and hold Us harmless from and against any claims by the U.S. Internal Revenue Service (IRS) for tax, interest, and penalties, and expenses incurred by Us arising out of or in respect of Your under-withholding or other noncompliance with respect to the IRS withholding rules, including but not limited to FATCA. This indemnity will survive the completion of any payment and the termination of this Agreement.

15. The security of the Online System Access Methods

- 15.1** A Request will be considered to have been authorised by You if it was transmitted using TPP under clause 3.7 above and/or the Online System Access Methods, subject to the transmission containing the amounts, currencies, and payment details. You agree to be solely responsible for the protection of the Online System Access Methods and agree that the use of the Online System Access Methods constitutes a valid instruction from You, whether it was authorised or not. You agree to notify Us immediately if an Online System Access Method has been disclosed, or if this is suspected, and You agree to indemnify Us and discharge Us from all liability of any kind that We may incur or bear as a result of such disclosure.

- 15.2** Your Security Administrator must keep an up-to-date list of authorised users of the Online System. We will have the right to consider that any user of the Online System is a user authorised by You.
- 15.3** You agree to provide Us with a list of authorised user(s) of the Online System (and specify the scope of their access rights and/or payment limits) so We can properly assign the Online System Access Methods. Each authorised user may change its Online System Access Methods, relating to that individual authorised user only, at any time after We initially assign these to him/her (however not the scope of their access rights and/or payment limits). In addition, the Security Administrator may at any time after the initial assignment, change the Online System Access Methods or amend certain access rights for any authorised user.
- 15.4** As part of Your obligations to keep the Online System Access Methods secure, You shall ensure that all the authorised users keep their Online System Access Methods secure, in particular by taking the following steps: (i) using strong passwords (i.e. random combinations of letters, numbers and at least one specific symbol (such as @ or &) of at least 9 characters); (ii) not using easily guessed passwords (such as names or date of birth of the authorised user or his/her family members or friends); (iii) changing passwords from time to time, however in each case after 90 days at the latest, and (iv) not having a Written or electronic copy of the password accessible to third parties.
- 15.5** The security of Your access to Online System, including, but not limited to, the security and secrecy of the Online System Access Methods, shall at all times be the sole responsibility of You and shall be administered by the Security Administrator.
- 15.6** If You require access to the Online System, We may provide You with a digital certificate(s) and/or other authentication methods, which will be judged by Us as the safest at given time and You will assume sole responsibility for use of such digital certificate(s) and/or other authentication methods if provided. You agree that the digital certificate(s) and/or other authentication methods if provided will be used only by an authorised user on the Your premises or at Your authorised remote location(s).
- 15.7** You accept that, once a Request has been transmitted, We have the right to take it into account and execute the Request made on the Online System immediately.

16. Confidentiality

- 16.1** Subject to the provisions of clauses 14 and 20, the parties agree to protect the integrity and confidentiality of all the information and the Online System supplied or made available to the other party, and agree only to make such information or Online System available to personnel that need to be able to have access to it or them in relation to the Services.
- 16.2** The duty to maintain confidentiality defined above will not apply to any information that:
- 16.2.1** was already in the possession of the said other party and was lawfully obtained, on the date of its transmission, and this can be proven by Written documentation;
 - 16.2.2** comes into the possession of the said other party, in good faith, via an independent third party after the date of its transmission; or
 - 16.2.3** has become public information without any breach of this confidentiality undertaking having taken place.

17. Notices – Regulatory information

- 17.1** Any notice to be given to Us under the Agreement shall be in Writing and shall be deemed duly given if delivered to Us at the fax number, e-mail address or mail address set out below or any other fax number or e-mail address or mail address notified by Us to You for the purposes of the Agreement:

Western Union International Bank GmbH, sp. z o. o.

Oddział w Polsce

Al. Jana Pawła II 29,
00-867 Warszawa, Polska

Tel.: 00 800 88 89 89 or +48 22 653 7000

Fax: +48 22 653 70 99

E-mail: kontaktpl@westernunion.com

Website <http://business.westernunion.pl/>

- 17.2** Western Union International Bank GmbH with its registered office at The Icon Vienna (Turm 24), Wiedner Gürtel 13, 1100 Vienna, Austria, Commercial Register number FN 256187t at the Vienna Commercial Court, is a credit institution (*Kreditinstitut*) licensed in Austria according to Section 1 of the Austrian

Banking Act (*Bankwesengesetz*) and is authorised and supervised by the Austrian Financial Market Authority (FMA), You may request any regulatory information concerning Us from the FMA.

FINANZMARKTAUFSICHT

Department Banking Supervision
Otto-Wagner-Platz 5
1090 Vienna, Austria

Telephone: + 43 1 249 59 0

Website: www.fma.gv.at

- 17.3** For the purposes of providing Services on the territory of Poland, Western Union International Bank GmbH commenced activity in Poland through its branch - Western Union International Bank GmbH, sp. z o. o. Oddział w Polsce, which was notified to the Polish Financial Supervision Authority (PFSA) that is providing subsidiary supervision over Our activities in Poland. You may also request any regulatory information concerning Western Union International Bank GmbH, sp. z o. o. Oddział w Polsce from the PFSA.

KOMISJA NADZORU FINANSOWEGO

Departament Licencji Bankowych, Instytucji Płatniczych i
Spółdzielczych Kas Oszczędnościowo-Kredytowych (DLB)
Plac Powstańców Warszawy 1
00-030 Warsaw, Poland

Telephone: + 48 22 262-48-13

Website: www.knf.gov.pl

In case You believe that we have breached any applicable law while performing Services, You are authorised to make a complaint with PFSA.

- 17.4** In case of a dispute arising in connection with payment services regarding Services provided to You by Us You may also submit the dispute to the financial arbitration. Your right to approach ordinary courts is not affected. You can contact the financial arbitration body using the details below:

Sąd Polubowny przy Komisji Nadzoru Finansowego

Plac Powstańców Warszawy 1
00-030 Warsaw, Poland

Telephone: + 48 22 26 24 054

Website: www.knf.gov.pl/regulacje/Sad_Polubowny/

E-mail: sad.polubowny@knf.gov.pl

- 17.5** Your funds, which we have received from you in order to make payment transaction, are not owned by Us. The funds are protected by the Austrian deposit guarantee scheme (*Einlagensicherung der Banken & Bankiers Gesellschaft m. b. H*) with its registered office at Börsegasse 11, 1010 Vienna, Austria (further information are available <http://www.einlagensicherung.at/>). Further information regarding this deposit guarantee system, including the information on how payments are made out of this system, how claims for such payments can be made and applicable limits, is available at Our office at the address stated in clause 17.1.

18. General provisions

- 18.1** The Agreement including these Standard Terms and Conditions, any non-contractual obligations arising in this respect as well as the validity, interpretation or performance of the Agreement, will be governed by Polish law (however excluding the Polish conflict of laws rules) and shall be subject to the exclusive jurisdiction of the court competent for Warsaw Śródmieście district.
- 18.2** You cannot under any circumstances transfer Your rights and/or obligations under the Agreement without Our prior agreement in Writing. We may transfer Our rights and/or obligations under the Agreement to any person, upon notification in Writing sent to You by Us and You hereby consent to any such transfer.
- 18.3** These Standard Terms and Conditions and the Fee Schedule may be modified by Us subject to Our sending You the text of the said modifications, signed by one of Our authorised representatives, at least one (1) month before they come into force or in case You are a Micro-Enterprise at least two (2) months before they come into force. You will be deemed to have accepted the modifications unless You notify Us to the contrary before the effective date of such modifications in which case the Agreement will be automatically terminated, with no charge, on a day immediately preceding the effective date of such modifications. Should You not agree to the modifications You have the right to terminate the Agreement, with no charge, at any time prior to the effective date of such modifications. Notwithstanding the above these Standard Terms and Conditions and the Fee Schedule may also be amended at any time upon consent of both parties.

- 18.4** Any Written notification required or permitted under the Agreement shall be deemed to be received:
- 18.4.1** five (5) days after sending of a registered letter sent by Us to You at Your business address or sent by You to Us at Our business address as indicated in these Standard Terms and Conditions;
 - 18.4.2** upon receipt by the addressee in the case of fax or e-mail, subject to the said notification being sent during the addressee's office hours; if the notification is sent out of office hours, it will be considered to have been received on the addressee's next Business Day; notwithstanding the aforesaid Your notification referred to in clauses 3.5 and 3.5 will be deemed to be received upon receipt by Us of relevant e-mail irrespective of whether during the business hours or not.
- 18.5** If, after effective modification made to these Standard Terms and Conditions pursuant to clause 18.3 above, You use or continue to use Our Services, You will be considered to have accepted the modified Standard Terms and Conditions or the Fee Schedule, as relevant.
- 18.6** You understand and agree that, to the extent possible, We will respond to any reasonable request for copies of historical transaction.
- 18.7** The Agreement is for unlimited period of time. You may terminate the Agreement at any time, by giving Us a one (1) month's prior notice. Termination for any reason including a breach of the Agreement by Us shall not affect Your obligation to pay any sums due to Us or other outstanding or accrued liabilities owed to Us at the time of termination. We may terminate the Agreement by giving You at least one (1) month's prior notice, or if You are a Micro-Enterprise, two (2) months' prior notice. The provisions relating to indemnification in clauses 5.5 and 6.1, and all of clauses 11, 12, 13, 15, 18 and 20 shall survive completion by Us of the Services and termination of the Agreement. Our right to withdraw (*odstąpienie*) from or to otherwise early terminate the Agreement and/or individual Requests in accordance with Polish laws in force are not affected.
- 18.8** If for any reason a court of competent jurisdiction finds any provision of the Agreement, including these Standard Terms and Conditions, or portion thereof, to be unenforceable or invalid, that provision shall be enforced and valid to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the Agreement shall continue in full force and effect.
- 18.9** To the full extent permitted by law, You and Us, hereby expressly opt-out the application of the following provisions of the Polish Payment Services Act (*Ustawa o usługach płatniczych*) of 19 August 2011 (as amended): Articles 16 - 32, Articles 32b - 32e, Articles 34, 35-37, Article 40 item. 3 and 4, Article 45, Article 46 items 2 - 5 and Article 47, Article 48, Article 51 and Articles 144-146. You and Us hereby agree that the application of Article 44 item 2 of the Polish Payment Services Act (*Ustawa o usługach płatniczych*) of 19 August 2011 (as amended) is hereby modified by respective provisions of these Standard Terms and Conditions. To the full extent permitted by law, You and Us further agree to opt-out application of Chapter 4 (except from Article 59) of the Polish Payment Services Act (*Ustawa o usługach płatniczych*) of 19 August 2011 (as amended) to the transactions that are not mentioned in Article 53 item 1. The opt-outs referred to in this clause 18.9 are not applicable where You are a Micro-Enterprise, provided you informed Us accordingly.
- 18.10** The Agreement may be instantly terminated by Us, without the notice period stipulated in clause 18.7, and/or We may cancel or reject any Request at any time, with or without notice (i) if there is continued non-use of the Services by You for a period of one (1) year; and/or (ii) if a Change of Control occurs; or (iii) if You breach the terms of the Agreement; and/or (iv) if We determine (in our sole discretion, acting reasonably) that You are using the Services for (or in connection with) gambling, pornography or other similar activities; or You are using the Services for investment or speculative purposes and/or (v) if You breach or fail to comply with any law or applicable regulation; and/or (vi) if We are required to comply with any law or regulation applicable to Us and/or any of our Affiliates Should You wish to submit an instruction after termination resulting from continued non-use of Services, You will be required to enter into new Agreement and first undergo a full accreditation in line with Our accreditation and other policies in force at that time.
- 18.11** The Agreement, including these Standard Terms and Conditions may be executed in Polish or English.
- 18.12** Any communication with Us in relation to the Agreement should be made in Polish or English.
- 18.13** When You are a Micro-Enterprise You may request a Written copy of the Agreement including these Standard Terms and Conditions at any time the Agreement is in force with no charge.

19. Set-off

- 19.1** To the extent allowed by Article 52 of the Polish Payment Services Act (*Ustawa o usługach płatniczych*) of 19 August 2011 (as amended), We shall be entitled to set off from any sums that we have received for You or that We hold for You all sums that are due to Us in relation to the Services governed by the Agreement, including, amongst other things:

- 19.1.1** any sums that are due to Us pursuant to clause 7.1 above;
 - 19.1.2** any interest that becomes due to Us pursuant to clause 7.6 above;
 - 19.1.3** any sums that become due to Us in relation to compensation pursuant to the provisions of clauses 5.5 and 6.1 above in the event of the cancellation of any Request;
 - 19.1.4** any sums that become due to Us in relation to compensation pursuant to the provisions of clauses 11.3, 12.1 and/or 15.1 above;
 - 19.1.5** in relation to PPE Forward Contracts and Future Payments, We will be entitled to set off any amounts that would otherwise be payable in respect of two or more PPE Forward Contracts and/or Future Payments by Us to You or by You to Us (irrespective of whether the set off sums relate to PPE Forward Contracts, Future Payments or both).
- 19.2** We cannot be held liable for any loss or expenses that may be incurred by You when We exercise Our right to set-off the sums due to Us under the conditions set forth in this clause 19.
- 19.3** Upon performing a set-off as specified in this clause 19, You shall receive a Confirmation as set out in clause 1.5 above, stating in particular the full payment amount and the amount of fees which has been set-off.

20. Notices – Data protection

20.1 By signing the Subscription for Services Agreement, You agree that We may process Your personal information under applicable law, to be controlled and processed by Us as described in this clause.

Personal Data Necessary to Services; Controllership.

20.2 We must collect and Process Personal Data in order to perform the Services. Such Personal Data may be provided by You, such as when you provide Beneficiary details, and may also be collected by Us, such as in cases where We collect supplementary information to verify information You have provided. You understand that We are an independent service provider who separately controls Personal Data that You provide or that We collect, obtain, and/or Process in connection with providing the Services. We will Process Personal Data obtained in connection with the Services in a manner consistent with these Standard Terms and Conditions including this clause 20, as otherwise expressly agreed between You and Us in writing, or as is otherwise necessary in light of any Request You (or using a TPP under clause 3.7 above) make which We accept.

Consent Pursuant to Applicable Payment Systems Law in Connection with Your Transactions.

20.3 You acknowledge that we must Process Personal Data in order to perform the Services. You hereby expressly consent to Our collection, Processing, and retention of Personal Data in relation to performing the Services. Furthermore, you agree that by requesting We perform a transaction, You are consenting to and authorizing Us to collect, Process, and retain all Personal Data necessary to execute the transaction; in the case of a Request, you consent to us Processing and retaining any Personal Data set forth in the Confirmation.

20.4 You hereby represent and warrant that the undersigned individual accepting and executing these Standard Terms and Conditions on your behalf has the capacity and is authorized by You to provide consent on Your behalf, as well as on behalf of any companies, corporations, organizations, or businesses affiliated with You who may make use of or receive the benefit of Our Services.

20.5 To the extent applicable law permits You to withdraw Your consent in regards to a particular transaction, You agree that the cancellation provisions contained in clause 6 constitute the exclusive method for withdrawing Your consent, subject to the restrictions and limitations set forth therein. You acknowledge and agree that Your withdrawal of consent, even if effective, shall not affect the lawfulness of any Processing that occurred prior to the withdrawal. Furthermore, You acknowledge that Your withdrawal of consent shall not prejudice Our rights to Process, continue Processing, and/or retain Personal Data to the extent permitted by applicable law and/or these Standard Terms and Conditions.

Representations and Warranties.

20.6 You guarantee Us that when You communicate Personal Data to Us or when You ask Us to perform the Services, You are acting in compliance with the laws and regulations applicable to You. In particular (and without limitation), you represent and warrant that (a) any Personal Data You provide to Us has been lawfully collected and Processed; (b) You have collected all necessary consents and/or authorizations, provided all necessary notices, and done all such other things as are required under applicable law for You to lawfully disclose Personal Data to Us for purposes of any transaction you request and any Processing permitted under these Standard Terms and Conditions; and (c) the Processing You are requesting We perform in relation to any Personal Data is lawful. You agree to indemnify Us in respect of any claim that may be filed against Us by a third party (including any governmental or supervisory

agency) in the event of any breach by You of the laws or regulations applicable to You, or in respect of any claim filed against Us by a third party (including any governmental or supervisory agency) that arises out of or relates to a breach of the representations and warranties set forth herein.

Information Security.

20.7 We will implement technical and organisational measures designed to protect Personal Data against unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. Such measures shall be appropriate to the harm that might result from unauthorised or unlawful Processing or accidental loss, destruction or damage to Personal Data, and to the nature of the Personal Data to be protected.

Permitted Data Processing.

20.8 We Process Personal Data consistent with and to the extent permitted by the provisions of applicable data protection law applicable to data controllers. Personal Data that We process includes information You provide to Us, as well as information we may obtain from other Our or Our affiliates' programs or services, Our affiliates, third-party individuals or entities, or from publicly available sources. The manner in which we Process Personal Data obtained in connection with the Services is set forth in the applicable privacy notice. We will reasonably ensure that the applicable privacy notice accurately reflects how Personal Data is processed in connection with the Services, and will provide reasonable notice of any modifications.

Third Parties and Transfers.

20.9 We may disclose Personal Data to third parties, including vendors, contractors, TPPs under clause 3.7 above and/or business partners, for any purpose or Processing permitted under these Standard Terms and Conditions. These third parties may be located outside the European Economic Area (EEA), including in countries outside the EEA whose privacy laws may not provide the same level of data protection as the law in force within the EEA. Other than TPPs under clause 3.7 above, we ensure that third parties who receive Personal Data are subject to such contractual terms and that transfers to third parties outside of the EEA are subject to such safeguards as required by applicable data protection law. Where required by applicable law, We will request Your express consent. For the avoidance of doubt, We shall not assume any liable for compliance with applicable data protection laws in the delivery of Personal Data to a TPP under clause 3.7 above.

20.10 We may disclose Personal Data or any other information we hold to law enforcement authorities or other government officials if required to do so by domestic or foreign law or legal process, or as needed to assert or defend Our rights or interests or those of others.

20.11 Personal Data and any other information We hold may be accessed by Us and Our affiliates for any purpose set forth in these Standard Terms and Conditions, including but not limited to: Custom House Financial (UK) Limited, Western Union Business Solutions (USA), LLC, Western Union Business Solutions (Australia) Pty Limited, Western Union Payment Services Ireland Ltd, Western Union International Limited and Western Union Financial Services, Inc. We ensure that access by Our affiliates located outside of the EEA is subject to such safeguards as required by applicable data protection law.

Bank Secrecy Waiver.

20.12 We as well as Our agents, business partners, vendors, service providers, contractors, and/or affiliates may Process the data transmitted with Your Request for the purposes of the executing the requested transaction, entering into contractual relations, performing the Agreement, or for other Processing or purposes permitted by this clause 20. In this regard, it may be necessary for Us to obtain data from third parties, or to transfer Your data to correspondent banks or to Our business partners, vendors, service providers, or affiliates, including entities located in countries that are not within the European Economic Area, for the Processing permitted herein. To the fullest extent permitted by law You expressly agree, for the purposes of this clause 20, to those transfers and release Us from Our banking secrecy duties for the purpose of this agreement.

Notification and Cooperation.

20.13 Each Party shall notify the other promptly upon receiving a request for information, claim, complaint or allegation relating to the other Party's compliance with applicable data protection and/or information security law in relation to Personal Data Processed in connection with the Agreement. Each Party shall provide the other Party with all such assistance in dealing with and responding to such enquiry as the other Party shall reasonably request.

20.14 You confirm that based on article 105 (4a) and (4a1) of the Polish Banking Act of 29th of August 1997 with reference to article 13 of Act of 9th of April 2010 on disclosure of commercial information and exchange of commercial data You authorize Us to request commercial information from *Biuro Informacji Gospodarczych InfoMonitor S.A.*, *Biuro Informacji Kredytowej S.A.* and *Zwiazek Banków Polskich* concerning Your overdue, for at least 60 days, liabilities towards banks or institutions authorized to grant

credits provided that such overdue liabilities are over PLN 500 or about the fact that no such overdue liabilities exist.

21. Authorized Representatives

- 21.1** Any of Your representatives that are not either Yourself (in case of individual entrepreneurs) or Your statutory representative or which has not been originally authorized in the Subscription for Services Agreement may only be validly appointed or dismissed (including dismissal of a Representative originally appointed in the Subscription for Services Agreement) as Your Representative for the purpose of the Agreement by way of executing and delivery of a power of attorney (in case of appointment) or revocation of power of attorney (in case of dismissal) in a form available on Our Polish website (see clause 17.1) or in our offices or any other form as may be accepted by Us.
- 21.2** Any appointments or dismissals of Your Representatives made in accordance with clause 21.1 above will only be effective towards Us (i) if the above documents are delivered in originals and (ii) if executed by a person(s) authorized to act on Your behalf.

22. What We mean by the following terms:

"Agreement" means the Subscription for Services Agreement, these Standard Terms and Conditions, the Fee Schedule, each Request and each transaction the details of which are set out in a Confirmation, taken together, as well as any agreement, terms and conditions or other arrangement between You and Us in relation to the Services;

"Beneficiary" means any third party to which You instruct Us to deliver a payment;

"Business Day" means a day where We or the payment services provider of the Beneficiary carry out an activity which allows the provision of Services;

"Confirmation" means a document confirming our acceptance of Your instructions, which We will send to You every time that You send us a Request;

"Contract Funds" means the amount and type of currency You agree to purchase from or sell to Us;

"Change of Control" means any change of control over You following execution of the Agreement where **"control"** means the power to, directly or indirectly, direct Your management and policies or to control the composition of Your corporate bodies, whether through the ownership of voting capital, by contract or otherwise;

"EEA" means the European Economic Area;

"FATCA" means US Foreign Account Tax Compliance Act;

"Fee Schedule" means a fee schedule setting out fees applicable to the Services and any other fees that we may charge You in relation to the Agreement, delivered to You and accepted by You upon execution of the Subscription for Services Agreement, as may be further amended in accordance with these Standard Terms and Conditions;

"Group" where You are concerned, this term has the meaning corresponding to the definition of a capital group (*grupa kapitałowa*) deriving from Article 2 item 1 point 44 of the Polish Accounting Act of 29 September 1994 (*Ustawa o rachunkowości*) (as amended);

"Holding Balances" funds held temporarily by Us for Your benefit and on Your behalf and for Your convenience pending receipt from You or a Beneficiary of a Request including delivery instructions;

"Incoming Payment" has the meaning ascribed to this term in clause 1.10 of these Standard Terms and Conditions;

"Instruction Into Holding" means Request according to which the Contract Funds are allocated to the Holding Balance;

"Instruction Out of Holding" means Request according to which the Contract Funds are transferred from the Holding Balance;

"Market Disturbance" means any circumstance where We reasonably believe that market conditions in the relevant financial market are abnormal and this includes circumstances where in Our opinion, deposits in the currency concerned are not available in the ordinary course of business to Us in the relevant financial market or because of national or international financial, political or economic circumstances or exchange controls it is impractical for Us to execute a transaction in the applicable foreign currency;

"Micro Enterprise" means an entrepreneur which during at least one of its last two financial years: (a) has had a balance sheet reflecting net assets not exceeding, or has generated net turnover per annum (resulting from

sale of its goods, services and financial operations) not exceeding, equivalent in Polish zlotys of two million (2,000,000) euros; and (b) has employed on average fewer than 10 employees;

"Online System" means the proprietary online system(s) developed and the components thereof, owned and maintained by Us that enables You to send and receive global business payments, including any replacement thereof and any related software, websites, URLs, software programs and deliverable ancillary to the Online System such as reports, compilations or databases;

"Online System Access Methods" means the unique password(s) and user identification(s) required to access the Online System directly or indirectly (by use of a TPP under clause 3.7 above);

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the individual's physical, physiological, genetic, mental, economic, cultural or social identity;

"Process" or **"Processing"**, in relation to Personal Data, means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Representative" means any person whom You have specified in the Subscription for Services Agreement or in any other authorisation form provided to You by Us, as being authorised to send Requests and approve the Confirmations that We send You;

"Request" means a request made by You for Us to provide Services including any request made by telephone, facsimile, electronic mail or using the Online System;

"Security Administrator" means the person appointed by You to ensure the confidentiality of the Online System Access Methods in the context of the Online System;

"Service" means the making of payments in foreign currencies by bank transfer or by cheque in a foreign currency, the provision of Standing Order Instructions, the provision of Holding Balances, and any other service that We will provide to You in accordance with Your Request;

"Standard Terms and Conditions" means the conditions on which We supply Our Services, as set forth in this document; unless agreed otherwise, all the Services that We perform on Your behalf will be governed by these Standard Terms and Conditions;

"Standing Order Effective Period" means the period of time, which shall not exceed 60 days, within which You have instructed Us to purchase or sell the Contract Funds at the Target Rate;

"Standing Order Instruction" means Your Request by Your Representative, to purchase/sell for Your account Contract Funds at the Target Rate within the Standing Order Effective Period;

"Subscription for Services Agreement" means the agreement that you enter into with Us initiating our contractual relations and in which you must provide a certain amount of information concerning, amongst other things, You and Your authorised signatories;

"Sustainable and Purchasable" means where a foreign exchange rate is traded in the market with volume sufficient to sustain that rate level for a commercially reasonable timeframe;

"Target Rate" means Our rate stipulated by You, if and when such stipulated rate becomes Sustainable and Purchasable, at which You have instructed Us to purchase/sell Contract Funds;

"Total Holding Balance" with respect to a Holding Balance in a given currency, the total balance in such currency after deducting (i) all outstanding Instructions Out of Holding in that currency and (ii) all losses, fees, costs, damages, charges, expenses and other obligations and liabilities owed by You to Us irrespective of currency;

"Unique Identifier" means account details in the format IBAN (for payments within the EEA) or account number (for other payments) and BIC (routing code) or for payments in Poland and in Polish zloty in the format account number and bank code;

"UBO Declaration" means a ultimate beneficiary ownership declaration that you first fill in when we enter into contractual relations and updated from time to time.

"Us", "We" and "Our" means or refers to Western Union International Bank GmbH, (commercial register number 256184t, commercial court Vienna), The Icon Vienna (Turm 24), Wiedner Gürtel 13, 1100 Vienna, Austria, acting through its branch Western Union International Bank GmbH, sp. z o. o. Oddział w Polsce, at the following address: Al. Jana Pawła II 29, 00-867 Warsaw, Poland, and any affiliated entity, where applicable;

"User of the Online System" means You, in Your capacity as a user of the Online System;

"Written" or "in Writing" includes paper copy, transmissions made by fax as well as data sent by e-mail (excluding telephone calls);

"**You**" and "**Your**" means you, our client, identified on the first page of Subscription for Services Agreement.

For further information,
please contact us.

Tel: 22 653 70 00

kontaktpl@westernunion.com

<https://business.westernunion.com/en-pl/>

WesternUnion  **Business Solutions**

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Western Union Business Solutions is a business unit of The Western Union Company and provides services in Poland through Western Union International Bank GmbH, SP. Z O. O. Oddział w Polsce.

Western Union International Bank GmbH, SP. Z O. O. Oddział w Polsce (KRS No: 0000458059, NIP No: 1080015322), has a registered place of business at Al. Jana Pawła II 29, 00-867 Warsaw, Poland, and is a branch of Western Union International Bank GmbH (registration number 256184t, VAT Number ATU61347377), whose registered office is at The Icon Vienna (Turm 24), Wiedner Gürtel 13, 1100 Vienna, Austria. For the purposes of Polish tax jurisdiction, the relevant NIP number is 1080015316.