E-Resident Current Bank Account Opening and Maintenance Agreement No. ___

the city of	, 202	
We, the undersig	ned,	
Street, Kyiv, 01001, ED Individual Entre the Client), hereinafter Register of Individual Ta Register of Legal Entitie other part, hereinafter collect the provisions of the Tax law of Ukraine, have e	mpany Commercial Bank PrivatBank, registered address: 1d Hrushevsko RPOU code 14360570, hereinafter referred to as the "Bank," represented acting on the basis of, of the one part, and oreneur(last name, first name, and patronymic (if any) referred to as the "Client," taxpayer identification number according to the Stapayers, acting on the basis of the Extract from the Unified Stapayers, acting on the	of ate ate the by ble
	1. Subject Matter of the Agreement	
Digital Transformation of Clause, accept and cre transfer, provide cash m service system in accor	an account for the Client on the basis of the notice received from the Ministry Ukraine and the Current Bank Account Opening Application stipulated in the first funds received to this account, execute the Client's payment instructions an agement services and conduct other account transactions through the remainder with the procedure established by the applicable law of Ukraine and the shall pay the Bank the fee stipulated by the current Tariffs of the Bank.	his for ote
Account Opening Appl 1. Payment service prov	cation der Joint Stock Company Commercial Bank PrivatBank	
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(signature, position, initials and last name of the manager/a person authorized by the manager who, in accordance with the bank's internal documents, is entitled to provide banking services for opening accounts to clients and monitors the correctness of the account number assignment).

1.2. The Bank shall carry out transactions in currency values on the basis of the Client's application

or payment instruction in the Privat24 for Business System or without submitting such an application by the Client in cases provided for by the applicable law of Ukraine and on the terms and conditions stipulated by this Agreement, and the Client shall pay the Bank the commission fee established by the Bank on the day of such transaction and provide the necessary documents for carrying out transactions in currency values.

The amount of the transaction in currency values shall be specified in the Client's payment instruction or in the application for foreign exchange transactions. The service delivery time shall be governed by the applicable law of Ukraine on the period for fulfillment of payment instructions and applications for foreign exchange transactions.

- 1.3. Payment for the services provided by the Bank under this Agreement shall be made in accordance with the current Tariffs of the Bank. The Parties have agreed that the Tariffs for the provision of services by the Bank hereunder shall be posted on the Bank's official website at privatbank.ua
- 1.4. The Bank shall send a notice of opening or closing of the Client's account to the relevant supervisory authority with which the Client is registered as a taxpayer on the day of opening/closing the account.
- 1.5. The terms used hereunder to define the E-Resident status and the peculiarities of E-Resident taxation hereunder are defined in accordance with the Tax Code of Ukraine, regulations of the National Bank of Ukraine and the applicable law of Ukraine.

2. Execution of Payment Transactions and Settlement Procedure

- 2.1. The Parties have agreed that by signing this Agreement, the Client gives the Bank consent to make credit and debit transfers by executing the relevant payment instructions on the terms and conditions set forth herein.
- 2.2. For debit transfers, the Client's consent for the Bank to make payment transactions related by common features, pay commission fee for the Bank's services under this Agreement and other charges hereunder payable to the Bank shall be given by signing this Agreement and shall not require further consent to such transactions. All further payments under such transfers are accepted.

The Client shall pay the Bank's commission fee under this Agreement by initiating a debit transfer with the Bank

By signing this Agreement, the Client agrees to the Bank's debit transfer for payment of the Bank's commission fee and other charges specified herein from all settlement accounts of the Client opened with the Bank, as well as those to be opened in the future in foreign currency in the amount equivalent to the amount of the fee and/or other charges provided for herein in accordance with the tariffs and terms specified herein during the term of this Agreement.

Foreign currency shall be sold on the Interbank Foreign Exchange Market of Ukraine (at the exchange rate on the Interbank Foreign Exchange Market of Ukraine for this transaction on the date of its execution) with reimbursement to the Bank of the costs of payment of fees, commissions and cost of services rendered in accordance with the terms and conditions of this Agreement at the expense of Client's funds by initiating of the relevant transfer by the Bank.

- 2.3. The Parties have agreed that the consent provided in this Agreement contains the exact amount of the payment transaction equal to the amounts of:
- the Client's debt to the Bank (commission fee, etc.) as determined by the Bank's tariffs and agreements concluded with the Client and the payment instruction as of the date of the payment transaction:
- the amount of payment of debt under monetary obligations and the amount of other obligations specified in the Bank's tariffs and agreements concluded with the Client and the payment instruction as of the date of execution of the payment transaction.
- 2.4. The form and procedure for submitting the Client's order to withdraw consent to a payment transaction.

The consent to a payment transaction (transactions related by common features) may be withdrawn by the Client at any time, but not later than the date the payment instruction becomes irrevocable in accordance with the Law of Ukraine On Payment Services (in the form of Annex 1 hereto), except for payment transactions related to the fulfillment of the Client's obligations to the Bank. The Client's consent to a payment transaction (transactions related by common features) given under any agreement concluded between the Client and the Bank, under which the Client has obligations to the Bank, can be withdrawn only upon termination of the Client's obligations to the Bank under such agreement, unless otherwise expressly provided for by the terms and conditions of such agreement.

The consent to a payment transaction (transactions related by common features) given under any agreement concluded between the Client and the Bank, under which the Client has obligations to the Bank, shall be withdrawn by the Client sending a written order to withdraw the consent to a payment transaction by a courier service recognized in Ukraine (by registered mail with a list of enclosures) or by hand to the address: 30, Naberezhna Peremohy Street, Dnipro, 49094, Ukraine, in the form of Annex 1 hereto.

2.5. If the Bank receives an order from the Client (as a payer) to withdraw the consent to a payment

transaction, which (consent) was given under any agreement concluded between the Client and the Bank, including by instructing the Bank to perform contractual debiting of funds from the Client's current bank accounts, until the Client's obligations to the Bank under such agreement are terminated, the Bank, at its discretion, shall be entitled to:

- demand from the Client early fulfillment of obligations under such agreement, and/or
- suspend the provision of services under such an agreement.
- 2.6. The Bank, as the Client's tax agent, shall, when crediting funds to the Client's current bank account, timely and fully withhold the single tax from the amount credited out of such funds and shall pay (transfer) the single tax to the state budget no later than the next two business days in accordance with the procedure and on the terms and conditions stipulated by the applicable law of Ukraine, including in accordance with the requirements of the Tax Code of Ukraine.
- 2.7. The Bank shall not accrue interest on the balances of free funds on the Client's account and shall not pay it to the Client.

2.9. Procedure for settlements under foreign exchange transactions:

- 2.9.1. All settlements in Ukraine shall be made exclusively in hryvnia (UAH), except for settlements that are made in foreign currency in accordance with the requirements of the applicable law of Ukraine. Payment instructions for international payments must meet the requirements of correspondent banks and the SWIFT payment system.
- 2.9.2. The Client shall make transactions in currency values under transactions using its own accounts opened with the Bank.
- 2.9.3. The Bank shall not make payments if the sender or beneficiary is in countries/territories recognized by the Bank as risky, if the sender or beneficiary is subject to sanctions imposed by the NSDC of Ukraine, international sanctions, including but not limited to the UN, EU, FATF, OFAC, as well as sanctions in accordance with Clause 11.5. of this Agreement and the applicable law of Ukraine.
- 2.9.4. The Client shall carry out foreign exchange transactions if he/she has an open foreign currency current bank account with the Bank, on the basis of original documents (including electronic documents) or electronic copies of original documents on paper carriers. Copies of documents in electronic form shall be created by the Client by scanning from the original document on paper and certified by a qualified electronic signature of the Client's authorized representative created in accordance with the requirements of the applicable law of Ukraine on electronic trust services (hereinafter referred to as an electronic copy of the document).
- 2.9.5. If signs of a shady foreign exchange transaction are identified, the Bank shall conduct additional analysis of documents (information) on the foreign exchange transaction, contracts, agreements, other documents used in international practice and may be considered an agreement under which the foreign exchange transaction is made and shall have the right to request additional documents (information) from the Client.
- 2.9.6. At the request of the Bank, copies of additional documents, including those translated from other languages into Ukrainian, must be certified in accordance with the procedure established by the applicable law of Ukraine and may be submitted to the Bank in electronic form through the remote banking channel of the Privat24 for Business System in accordance with the procedure provided for in Clause 2.9.4. hereof.
- 2.9.7. The Bank shall carry out a foreign exchange transaction if, based on the results of additional analysis, there are no grounds to believe that the transaction is shady.
- 2.9.8. The consent to a payment transaction in currency values (transactions related by common features) may be withdrawn by the Client in accordance with the procedure established by this Agreement.

2.10. Procedure for the Bank to transfer funds in foreign currency:

- 2.10.1. The Bank shall transfer funds in foreign currency within the balance of the Client's current bank account at the time of transferring the payment amount. Transfers, in cases provided for by applicable law of Ukraine, shall be made in compliance with the limits set by the National Bank of Ukraine.
- 2.10.2. After performing a foreign currency transfer transaction, the Bank shall provide the Client with information on the amount of all expenses paid by the Client for this transaction or the amount to be paid by the Client in the Privat24 for Business System.

2.11. Procedure for crediting funds in foreign currency

- 2.11.1. If the sender of the international transfer is in countries/territories recognized by the Bank as risky and settlements with them are restricted, or if the amount of the receipt or its economic essence is unusual for the Client's current activities, or there are suspicions that the Client is conducting shady/risky activities, the Bank may request relevant explanations or additional documents from the Client to analyze the financial transaction. While the Bank is conducting additional analysis of the transaction and/or documents provided by the Client, the funds may be credited to the Bank's account. If the transaction is recognized as shady/risky, the funds shall be returned to the sender. The accounting period for funds on the account should not exceed 30 calendar days.
 - 2.11.2. If there are no errors in the beneficiary's bank details, the Bank shall credit the funds in

foreign currency to the clearing account. If the name and/or account number, purpose of payment are not specified in the notice to receive for the Client or contain any errors or discrepancies, the Bank shall credit the funds to the suspense account 3720. The accounting period for funds on account 3720 should not exceed 30 calendar days. After clarifying the missing/inaccurate details in the notice, the Bank shall credit the funds in foreign currency to the clearing account. If it is impossible to identify the beneficiary, the Bank shall return these funds to the payer.

2.11.3. The Bank shall independently sell a part of the foreign currency receipts in cases stipulated by the regulations of the National Bank of Ukraine and credit the rest to the Client's foreign currency current bank account.

3. Rights and Obligations of the Parties

3.1. Client's rights

- 3.1.1. The Client shall be entitled to manage funds on the account in compliance with the requirements of the applicable law of Ukraine and the terms and conditions of this Agreement.
- 3.1.2. The Client shall have the right to receive information messages, including, but not limited to, offers of new products and services, overdue debts and other notices regarding banking services by means of communication to the address/email address or telephone number specified by the Client when opening an account and/or in Section 13. "Banking Details, Contact Details, and Signatures of the Parties". The Client agrees to the actions specified in this Clause.
- 3.1.3. The Client shall be entitled to initiate account closure at any time in accordance with the procedure and on the terms and conditions provided for by the applicable law of Ukraine.
- 3.1.4. The consent to a payment transaction in currency values (transactions related by common features) may be withdrawn by the Client in accordance with the procedure established by this Agreement.
 - 3.1.5. The Client may contact the Bank by:
- notices, requests and correspondence, which must be in writing or may be transmitted by e-mail, provided that the originals of legally important correspondence and documentation must be sent by a courier service recognized in Ukraine or handed in person. Any such notice shall be addressed to the Bank at its address set forth below or at such other address as may be notified in writing by the Bank to the Client as the Bank's address.

To prove the delivery of a notice or document, it will be sufficient to prove that the delivery was made in person or that the envelope containing the notice or document was correctly addressed and sent (in accordance with the requirements of this Clause and all postage was fully paid), or that an e-mail was sent to the Bank's e-mail address as specified below.

Bank's correspondence address: 30 Naberezhna Peremohy Street, Dnipro, 49094, Ukraine

E-mail: <u>mailto:help@pb.uacancelyaria@privatbank.ua</u>

The Bank shall not be obliged to respond to written requests sent to any address other than the one specified in this Clause of the Agreement.

3.2. Client's obligations

- 3.2.1. The Client shall comply with the requirements of the applicable law of Ukraine, including the regulations of the National Bank on opening and maintaining accounts.
- 3.2.2. The Client shall provide originals or copies of agreements/documents related to the foreign exchange transaction and written explanations at the request of the Bank relating to foreign exchange transactions or financial activities of the Client.
- 3.2.3. The Client shall pay a commission fee for the Bank's services in accordance with the Tariffs established by the Bank on the day of such transaction.
- 3.2.4. The Client shall provide the Bank with details in case of changes in the information submitted to the Bank within 10 business days from the date of such changes in accordance with the procedure established by the applicable law of Ukraine.
- 3.2.5. Immediately, no later than the next day, the Client shall notify the Bank of any errors in the account statements and other documents or of the unrecognized (unconfirmed) final balance of the account(s), and in case of erroneous transfer of funds to the Client's account, return the equivalent amount of money to the Bank within three business days from the date of receipt of the notice from the Bank.
- 3.2.6. Regularly, at least once a month, visit the Bank's official website <u>privatbank.ua</u> to be informed about the Bank's customer service and to familiarize himself/herself with the Bank's Tariffs, which are published by the Bank by posting them on the Bank's information stands and the Bank's website. When opening an Account, prior to signing this Agreement, the Client shall familiarize himself/herself with the Tariffs and by signing this Agreement confirms his/her agreement with these Tariffs and the procedure for their change and entry into force.
- 3.2.7. When using the Privat24 for Business System, the Client shall comply with all security requirements for the processing of payment instructions established by the Bank and the applicable law of Ukraine.
 - 3.2.8. If the Bank receives a payment for which the Bank clarifies information, the Client shall

provide the Bank with documents confirming the payment and explaining the essence of the transaction within 2 days from the date of the Bank's request.

- 3.3. Bank's rights
- 3.3.1. The Bank shall be entitled to use the funds in the Client's account, guaranteeing the Client's right to manage these funds without hindrance.
- 3.3.2. The Bank shall be entitled to request and the Client shall provide information and/or official documents necessary for identification and/or verification, analysis, and detection of financial transactions subject to financial monitoring, and other documents and information required by the legislation or internal documents of the Bank in order to comply with the requirements of the applicable law of Ukraine on prevention of legalization (laundering) of proceeds from crime, financing of terrorism and financing of proliferation of weapons of mass destruction.

The information required for the Client's study shall be established by the Bank on the basis of official documents and/or information received from and certified by the Client (Client's representative), as well as from other sources if such information is public (available).

- 3.3.3. The Bank may suspend servicing of the Client in case of arrears in payment of fees for previous transactions until the debt is fully repaid.
- 3.3.4. The Bank shall refuse to maintain business relations/refuse to provide services to a person (the Client), including by terminating business relations, closing an account/refuse to conduct a financial transaction on the grounds specified in Section 11 "Customer Due Diligence, FATCA Requirements, Sanctions Requirements, Information Obligations, Refusal to Maintain Business Relationships/Conduct Transactions" of this Agreement.
- 3.3.5. To change the Bank's Tariffs and terms of account servicing and/or any other terms and conditions of this Agreement, as provided for in Section 6 hereof.
- 3.3.6. The Bank shall be entitled to perform periodic checks of the Client's compliance with the requirements for information protection and storage of protection equipment and to terminate the Client's service using the Privat24 for Business System in the event that the Client does not comply with the security requirements .
- 3.3.7. The Bank shall return a payment instruction without execution in accordance with the applicable law of Ukraine, including regulations of the National Bank.
- 3.3.8. The Bank may change the name (address) of the website of the Privat24 for Business System and stop providing services.
- 3.3.9. The Bank may introduce additional tools and methods that increase the security of the Privat24 for Business System without approval and prior notification of the Client.
 - 3.3.10. The Bank may change the list of transactions in the Privat24 for Business System.
- 3.3.11. For various purposes (duly informing the Client about amendments to this Agreement, sending a request for early fulfillment of monetary obligations to the Bank, terminating this Agreement (closing the account), activating additional services, updating the Client's data, including contact details, informing about the amount of the Client's debt to the Bank, informing about financial transactions performed by the Client and the movement of funds on his/her account, holding promotions, conducting a survey on the quality of service, remote servicing, issuing payment documents, etc., providing the Client's card/account details containing: last name, first name, and patronymic, individual tax number, account number, IBAN account, including obtaining the Client's consent to the above actions), the Bank may send a notice to the Client using any specified communication channels at the Bank's discretion: sending SMS messages to the Client's mobile phone; sending a message using the Viber mobile application (from the number +38067523137, in case of installing the Viber mobile application for the phone which number the Client provided to the Bank during his/her identification), OTP password; postal letter; telegram; email messages; notification at ATMs and self-service terminals; printing information on receipts in POS terminals; IVR call; communications in the Privat24 for Business System, incl. its mobile version, chat communication with a personal Channels manager, as well as using other Bank mobile applications and other means of communication.

The Parties have agreed that the Bank's notice sent in the manner agreed by the Parties in this Clause is appropriate and sufficient and does not require any other additional approvals from the Client.

The Parties have agreed that if for any reason the notice of early fulfillment of monetary obligations under this Agreement is not received by the Client, the claim period shall begin from the date of sending this notice by the Bank and the presumption of proper notification shall apply. The notice sent shall be deemed to be duly and properly received by the Client.

The Parties have agreed that for the purposes of notifying the Client of transactions performed using a payment instrument, the Bank shall use the information provided by the Client during the identification and updating of identification data, namely: telephone number (including financial phone number) and/or e-mail address of the Client. However, the Parties agreed to consider such notices sent by the Bank to any messenger (Viber, Telegram, WhatsApp, etc.) as a proper notification if it is sent to a telephone number (including financial telephone number) provided by the Bank's Client during the

identification or updating of identification data.

The Parties also agreed to consider the creation of an account by the Client in the Privat24 for Business System as the provision of information by the Client for contacting him/her.

The Bank shall provide the Client with information on each payment transaction performed on his/her account via the selected channel at any time around the clock without charging a fee or according to the established tariffs.

3.4. Bank's obligations

- 3.4.1. The Bank shall provide payment services, namely: cash and settlement services for the Client's account in accordance with the procedure and on the terms and conditions specified in this Agreement and the applicable law of Ukraine.
- 3.4.2. The Bank shall identify, verify the Client (Client's representative), study the Client, and clarify information about the Client in cases established by law.
- 3.4.3. The Bank shall carry out each of the customer due diligence measures in cases established by the prevention and counteraction legislation;
- 3.4.4. The Bank shall refuse to maintain business relations/refuse to provide services to the Client, including by terminating business relations, closing the account/refusing to conduct a financial transaction on the grounds provided for by the applicable law of Ukraine and internal documents of the Bank on prevention and counteraction.
- 3.4.5. The Bank shall notify the Client of the crediting of funds to the intra-bank account to clarify and specify the information required by the Bank to fulfill the legal requirements for the Customer's identification.
- 3.4.6. The Bank shall execute the Client's payment instructions in accordance with the procedure and on the terms and conditions specified by the applicable law of Ukraine and this Agreement.
- 3.4.7. The Client authorizes the Bank to sell/purchase foreign currency on behalf of the Client on the basis of an application for sale/purchase of foreign currency submitted by the Bank on behalf of the Client; or the Client's payment instruction in case the foreign exchange transaction is of a small amount, within the amounts payable to the Bank or a third party, if the currency of the transaction is different from the account currency, at the Bank's exchange rate on the date of the transaction, with reimbursement to JSC CB PRIVATBANK of the costs of fees, commissions and the cost of services rendered, effective as of the date and time of the transaction by the Bank. The buy/sell rate effective at the time of processing of transactions by the Bank may not coincide with the rate effective at the time of the transaction. The exchange rate difference arising shall not be subject to a claim by the Client.
- 3.4.8. The Bank shall keep transactions on the Client's account(s) confidential. Without the Client's consent, information to third parties regarding account transactions may be provided only in cases stipulated by the applicable law of Ukraine.

4. Termination and Account Closure

- 4.1. This Agreement may be terminated by agreement of the Parties, at the initiative of one of the Parties or in cases provided for by the applicable law of Ukraine.
- 4.1.1. The Bank shall have the right to unilaterally terminate this Agreement by notifying the Client in the manner prescribed by this Agreement and specifying the date from which this Agreement is terminated.
- 4.2. The Bank shall initiate termination of this Agreement and close the account(s) in the following cases/in the event of one of the following circumstances:
- in case of receipt of information from the E-Resident information system or other regulatory authorities on termination of the Client's business activity, the Bank shall close the current bank accounts of the Client. The balance of funds from the Client's accounts shall be transferred to the Client's own account opened outside Ukraine, the details of which are specified in Clause 13 hereof, unless the Parties agree otherwise.
- if the Client is in breach of its obligations under this Agreement, including on data updating, and if it is found that this Agreement contradicts the applicable law of Ukraine or may cause financial losses, deterioration of the Bank's image;
 - if there are grounds provided for by the legislation on financial monitoring;
- if it is established that the Client has provided inaccurate information to determine tax residency and other mandatory information in accordance with the FATCA, CRS requirements.
- if the Bank suspects or detects signs of illegal transactions in a payment instrument by the Client. In this case, the balance of funds on the Client's account shall be transferred to the relevant account in accordance with the Bank's accounting policy and returned to the Client upon his/her first request, provided that the Client fulfills the requirements for identification and verification of his/her identity and confirms that the funds belong to him/her.
 - in case of technical impossibility of servicing the Client in the future;
 - in other cases provided for by the applicable law of Ukraine and this Agreement.

In this case, the Bank may initiate termination of this Agreement and closure of the account at its discretion if there are no transactions on the account initiated by the Client within 12 months from the date

of opening the account or within 12 consecutive months and there is no balance on the account.

4.3. The Bank shall notify the Client of the termination of this Agreement by sending a notice in the manner agreed by the Parties in Clause 3.3.11. hereof.

The Client shall respond to the notice within thirty (30) calendar days from the date of sending such notice and submit to the Bank an Application for Account Closure and Balance Transfer — Payment Instruction to transfer the balance on the Client's accounts to the Client's accounts with another bank, subject to the requirements of Clause 4.5. hereof.

If the Bank does not receive a response within the specified period, it shall be deemed that the Client agrees to terminate this Agreement.

the account shall be deemed closed upon expiration of thirty calendar days from the date such notice is sent to the Client (or within other period specified in the notice) and the final account transactions are made.

- 4.4. In cases stipulated by the applicable law of Ukraine, this Agreement may be terminated at the initiative of the Bank and the account may be closed without notifying the Client and without obtaining his/her consent.
- 4.5. The Parties have agreed that in case of termination of this Agreement at the initiative of the Bank and if the Client has outstanding obligations payable to the Bank under any agreements concluded between the Client and the Bank, including those that have not yet matured, the Client shall fulfill such obligations completely before the expiration of the thirty-day period from the date of sending a notice of termination hereof to the Client. In particular and without prejudice to that generality, in order to fulfill obligations to the Bank, the Client agrees to the Bank initiating a debit transfer from all current bank accounts of the Client within the amounts payable to the Bank under such agreement(s). In case of insufficient funds to fulfill the obligations to the Bank completely, such obligations/agreements shall remain effective to the extent of the outstanding obligation until its complete proper fulfillment.

If there is a balance in the Client's account(s) after fulfillment of the Client's obligations specified in paragraph 1 of this Clause, such balance shall be transferred to the relevant account of the Bank and returned to the Client upon his/her first request.

Until such request is received, the Bank shall account for such funds on the Bank's accounts for debts on non-performing accounts, and the Bank shall not accrue any interest or other income on such funds.

Upon request, the Bank shall provide information on the date of account closure.

4.6. This Agreement may be terminated by a relevant agreement of the Parties on its termination, provided that the Client does not owe any debt for the services provided by the Bank hereunder and provides the Bank with all necessary documents to terminate the legal relations hereunder.

Termination of this Agreement shall not relieve the Parties from fulfillment of their obligations arising during the term hereof.

5. Term

5.1. This Agreement shall become effective when signed and shall be valid for 3 (three) years. The date of conclusion of this Agreement shall be the date of sending the Client a notice of opening an account in accordance with the procedure established in clause 13 of the Account Opening Application and the latest of the Qualified Electronic Signatures of the Parties to this Agreement. If the Bank fails to send such notice, this Agreement shall be deemed not concluded.

This Agreement shall be terminated upon expiration of the term hereof or upon occurrence of other circumstances established by the requirements of the applicable law of Ukraine or this Agreement.

5.2. This Agreement shall be deemed extended for each subsequent 3 (three) years if neither Party has declared its intention to terminate the Agreement or the Client has not submitted an Account Closure Application 30 calendar days prior to the expiration date hereof.

6. Amendments and Supplements

6.1. Changes to the Bank's Tariffs and terms of account servicing and/or any other terms and conditions of this Agreement shall be made by the Bank unilaterally in cases not prohibited by the applicable law of Ukraine by posting them on the website privatbank.ua.

The Bank shall notify the Client of such changes by using any of the following channels: posting information on the Bank's official website <u>privatbank.ua</u>; posting information in the Bank's branches; SMS messages to the Client's financial phone number; messages to the Client's e-mail; informing in the Privat24 for Business System; IVR calls; messages via ATMs and self-service terminals; messengers (Telegram, Viber, etc.), by sending a letter by mail, etc.

- 6.2. Continuation of the Client's use of the Bank's services after the date of publication of the amended Tariffs and terms of account servicing on the website <u>privatbank.ua</u> shall be the Client's consent to amendments and supplements to this Agreement and their approval by tacit consent.
 - 6.3. At the same time, if the Client does not agree with the Bank's proposal to change the terms and

conditions of this Agreement, the Client shall send a written refusal of the changes proposed by the Bank, which must be executed in electronic form and signed by the Client's electronic signature in accordance with the requirements of the current legislation of Ukraine and this Agreement and sent to the Bank's e-mail address: cancelyaria@privatbank.ua.

6.4. In cases where unilateral amendments to this Agreement are prohibited, the Bank shall agree on the amendments with the Client in the manner prescribed by the applicable law of Ukraine.

7. Liability of the Parties

- 7.1. In case of violation of the requirements of this Agreement, the Bank and the Client shall be liable under the applicable law of Ukraine, including the regulations of the National Bank of Ukraine.
- 7.2. The Bank shall be released from liability for partial or complete failure to comply with any of the provisions of this Agreement in the event of changes in the applicable law of Ukraine, in particular, changes/adoption of new laws or regulations of the National Bank of Ukraine that change or terminate the relations governed by this Agreement.
- 7.3. The Parties shall be liable for the proper fulfillment of their obligations in accordance with the applicable law of Ukraine and the terms and conditions of this Agreement.
- 7.4. The Bank shall not be liable for failures in the operation of mail, the Internet, communication networks that occurred for reasons beyond the Bank's control and caused the Client to untimely receive or not receive the Bank's notices and Account statements.
- 7.5. The Bank shall not be liable if information about the Client's accounts, Card, Client's checking information sent in SMS/push, PIN code, User ID, passwords of the Privat24 for Business PC system or transactions performed by the Client becomes known to other persons as a result of the Client's failure to comply with the conditions of their storage and use in good faith and/or listening or interception of information in communication channels while using these channels.
 - 7.6. The Bank shall not be liable for the Client's obligations.
- 7.7. The Bank's liability to the Client shall be limited to the documented actual loss incurred by the Client as a result of the Bank's unlawful actions or omissions, which are intentional or grossly negligent. Under no circumstances shall the Bank be liable to the Client for any indirect, incidental or consequential loss or damage (including lost profits), even if the Bank has been advised of the possibility of such loss or damage.
- 7.8. The Client shall be fully liable for all transactions accompanied by authorization until the Client's written application for blocking the payment card/account/the movement of funds, mobile phone number for the provision of banking services.
- 7.9. The Client shall be fully liable for all transactions performed at the Bank's branches, through self-service devices, the Privat24 for Business Service using the means of identification and authentication provided for in this Agreement.
- 7.10. The Client shall be liable to the Bank for losses and expenses incurred by the Bank as a result of the Client's violation of the terms or provisions of this Agreement or laws or regulations of Ukraine.
- 7.11. In the event that the Bank is subject to sanctions as a result of the Client's erroneous actions, Client's violation of any of the terms and conditions of this Agreement and the annexes that are an integral part hereof, the Client shall reimburse the Bank for all losses incurred by the Bank as a result thereof in full.
- 7.12. The Client shall be liable for all operations performed by the Client and/or third parties with or without the Client's knowledge when using mobile applications for financial transactions, including if the software and/or the Client's Mobile Device used to access these services have been modified in violation of the user agreement concluded between the Client and the software and/or mobile device manufacturer, as well as if the mobile device has been activated in the development mode.
- 7.13. The Bank shall not be liable to the Client, the Client's Authorized Persons, its counterparties for any withholdings, sanctions, restrictions and other negative consequences in respect of accounts, funds and account transactions, if such consequences are related to the implementation of FATCA requirements by the US Internal Revenue Service, correspondent banks and other persons involved in transfers, as well as for any related losses, expenses, moral damages and/or lost income.
- 7.14. All other issues not covered by this Agreement hall be governed by the applicable law of Ukraine.
- 7.15. The Bank shall not be liable for the proper execution of payment instructions in the event that the Client's authorized person/delegate made mistakes at the stage of forming the payment instruction. 7.16. The Bank shall not be liable for the preservation of the Client's funds in the event that the Client's authorized persons / delegates disclose information about the login and password and / or transfer the QES to third parties.
- 7.17. The Bank shall not be liable for unauthorized access to the Client's key store during registration/authorization in the Privat24 for Business System in the absence of licensed software, antivirus and anti-spyware programs that provide protection against unauthorized access to the Client's information.
 - 7.18. The Client assumes full liability for the correctness of the registration address and/or actual

residence address, contact phone numbers, e-mail, as well as for failure to notify the Bank of any changes in such details in a timely manner. The Client shall be liable for providing false information when entering into this Agreement in accordance with the applicable law of Ukraine.

7.19. In case of failure to meet the scheduled time for payment transactions provided for by the Law of Ukraine On Payment Services or this Agreement, the Bank shall pay to the Client a penalty in the amount of 0.1 percent of the overdue payment for each day of delay, but not more than 1 percent of the amount of the payment transaction.

8. Force Majeure.

- 8.1. The Parties shall be released from liability for default or improper fulfillment of obligations under this Agreement, if such default was caused by force majeure that arose after the conclusion of this Agreement as a result of such extraordinary and unavoidable circumstances (flood, fire, earthquake, and other natural disasters, as well as war, military actions, acts or actions of government authorities, and other force majeure events in accordance with the applicable law of Ukraine), which the Party could neither foresee nor prevent (force majeure). Exemption from liability for default or improper performance of obligations hereunder for the purpose of reasonable settlement of disputes amicably shall be possible only if the Party claiming force majeure proves that such events objectively made it impossible to fulfill obligations under the terms and conditions hereof.
- 8.2. The Party affected by the events referred to in Clause 8.1 hereof and, as a result, unable to fulfill its obligations under this Agreement, shall immediately, not later than three (3) business days from the date of their occurrence, notify the other Party in writing. The notice must contain information about the occurrence of the events, their nature, as well as the expected duration and termination of the above events.
- 8.3. Late notification of force majeure that arose through the fault of the notifying Party shall deprive that Party of the right to claim them.

9. Dispute Resolution Procedure

- 9.1. The Parties shall settle disputes and claims arising in connection with the performance of this Agreement through negotiations, and in case of impossibility to settle the dispute through negotiations in court in accordance with the requirements of the applicable law of Ukraine.
- 9.2. The Parties agree to submit any disputes arising out of this Agreement to the courts of Ukraine. The Parties hereby determine the jurisdiction of the courts of Ukraine at the location of the Bank in respect of cases related to this Agreement.

The substantive and procedural laws of Ukraine apply to disputes.

10. Personal Data

- 10.1. The Bank shall process personal data in accordance with the Law of Ukraine On Personal Data Protection.
- 10.2. The basis for processing personal data shall be the conclusion and execution of a transaction, namely this Agreement.
- 10.3. From the moment this Agreement is concluded, personal data will be included in the personal data bases owned by the Bank. The location of such personal data shall be the location of the Bank.
 - 10.4. The purpose of processing personal data shall be to provide services under this Agreement.
- 10.5. To perform this Agreement, the Bank shall process the following personal data: last name, first name, and patronymic; date and place of birth; citizenship, tax residence; passport data or data of another identity document; taxpayer registration number; registration and/or residence address; mobile phone number; e-mail address; signature of the person.
- 10.6. The Client confirms that he/she has been notified by the Bank of his/her rights under Article 8 of the Law of Ukraine On Personal Data Protection and understands that the Bank will exercise them within the limits provided for by the applicable law of Ukraine.
- 10.7. The Client is notified by the Bank that the Bank may, in compliance with the requirements of the applicable law of Ukraine, entrust the processing of the Client's personal data to contractors (personal data managers) whom the Bank may engage at its sole discretion to provide services, such as consulting, auditing, insurance, etc. The Client's personal data will be disclosed to third parties only in the cases and in the manner prescribed by the applicable law of Ukraine.
- 10.8. The Client's personal data may be transferred to other persons in cases and for the purpose of disclosing information about the Client, if such disclosure is due to the need for the Bank to protect its rights, obligations, and legitimate interests provided for in this Agreement and the applicable law of Ukraine, in particular, in judicial and other law enforcement agencies; in case of Client's default or improper fulfillment of its obligations hereunder or in case the Bank intends to engage third parties in order for the Bank to exercise its rights and legitimate interests. In doing so, the Client acknowledges and agrees that personal data may be transferred outside of Ukraine, including to countries that are not recognized as

providing adequate protection of personal data.

10.9. Additional information on the processing of personal data can be found in the Notice of the Procedure for the Protection of Personal Data of Clients of JSC CB PrivatBank, which is available on the main page of the Bank's website.

11. Customer Due Diligence, FATCA, CRS Requirements, Sanctions Requirements, Information Obligations, Refusal to Maintain Business Relations/Perform Transactions

- 11.1. During the term of this Agreement, the Bank shall be entitled to request, and the Client shall be obliged to provide, at the request of the Bank and/or on its own initiative, reliable documents and/or data/information necessary to comply with the requirements of the legislation on prevention of legalization (laundering) of proceeds from crime, financing of terrorism and financing of proliferation of weapons of mass destruction (hereinafter referred to as the legislation on prevention and counteraction), sanctions legislation.
- 11.2. The Client shall provide, at the first request of the Bank and/or on its own initiative, reliable documents (including obtaining them from official bodies) and/or data/information necessary for the proper verification of the Client (identification and verification of the Client (his/her representative), and taking measures to verify his/her identity (if any), establish (understand)/clarify the purpose and nature of business relations or conduct a financial transaction, monitoring of business relations and financial transactions of the Client carried out in the course of such relations, regarding the compliance of such financial transactions with the Bank's information about the client, his activities and risk (including, if necessary, about the source of funds associated with financial transactions), including for performing currency control agent procedures), in order to ensure the relevance of received and existing documents, data and information about the Client, the sources of funds, the fact that the Client is classified as a national, foreign public figure and an official having political functions in international organizations, members of their families or persons associated with politically exposed persons (hereinafter referred to as Public Figures), sources of wealth and sources of funds associated with financial transactions of Public Figures, as well as to identify the Client's authorized persons, persons for whom, on whose behalf or in whose interests the Client acts during the transaction, persons in whose favor the Client has provided the Bank with an order for systematic (two or more times) debit transfers from the account, information on compliance with the requirements of sanctions legislation to establish connections between the Client and his counterparties with the state carrying out armed aggression against Ukraine and citizens/residents of such a state and other information or documents in accordance with the requirements of the applicable law of Ukraine, the terms and conditions of this Agreement and internal documents of the Bank on financial monitoring, including FATCA requirements.

If the Client fails to provide documents for the Bank to carry out the due diligence of the Client, as defined by the regulations and internal bank documents of the Bank on prevention and counteraction and the sanctions legislation, the Parties agree to suspend/restrict the Client's service until the relevant documents and/or data/information are received.

Should the Client be in breach of the terms and conditions of this clause regarding the provision of relevant documents and/or information, the Bank may decide to refuse to maintain business relations with the Client, refuse to service/provide any services under this Agreement and/or terminate this Agreement.

11.3. The Bank complies with the requirements of an international treaty containing provisions on the exchange of information for tax purposes, which has been ratified by the Verkhovna Rada of Ukraine or an interagency agreement concluded thereunder. In order to fulfill these requirements, the Bank may request and receive additional documents or information from the Client as necessary for identification for the purposes of FATCA, CRS.

If the Client fails to submit such documents or information or intentionally provides false information about himself/herself, the Bank may refuse to provide the Client with banking services, including opening and/or maintaining an account and/or initiate termination of this Agreement.

11.4. When establishing business relations with the Bank, the Client shall notify the Bank of its tax status in accordance with the requirements of the tax legislation of a foreign state specified by the Bank within the limits specified by the Bank. In particular and without prejudice to that generality, when establishing business relations with the Bank, the Client shall, at the request of the Bank, provide W-8 or W-9 forms completed in accordance with the requirements of the US Internal Revenue Service (IRS) (or other information and documents required by FATCA or other international treaties ratified by the Verkhovna Rada of Ukraine).

The Client shall inform the Bank of any change in his/her tax residency status no later than 10 calendar days after the date of such change.

In the event of acquiring the status of a US tax resident, immediately (no later than 10 calendar days from the date of such change) provide the Bank with the relevant IRS Form W-8 / W-9 indicating the US taxpayer identification number (TIN) and other mandatory information in accordance with FATCA requirements.

The Client shall provide the Bank with any other documents in the forms required by the Bank in the course of fulfilling the Bank's obligations, including, but not limited to, to the competent foreign government authorities.

- 11.5. The Client (representative of the corporate Client) shall carry out a planned update of his/her data (received and existing documents, data and information about him/her) for due diligence as defined in Clause 11.2 of this Agreement (hereinafter referred to as the update):
- 1) at least once a year if the risk of business relations with the Client is high;
- 2) at least once every three years, if the risk of business relations with the Client is average;
- 3) at least once every five years in other cases, provided there are no suspicions.

The Client shall perform unscheduled data updating in case of:

- significant changes in the Client's activities, in particular, in the event of a change in the registered address of a legal entity, trust, other similar legal entity or self-employed person);
- expiration (termination), cancellation or invalidation of the submitted documents;
- expiration/exchange of the Client's (Client representative's) identity document.
- obtaining the status of a Public Figure.

Client's data may be updated through the use of remote service systems, e-mail with the use of digital signature/advanced electronic signature, telephone, call center and other remote communication channels within the technical capabilities of the Bank.

11.6. If it is necessary to carry out procedures for the planned updating / clarification of the Client's data, the Bank shall duly inform the Client through one of the communication channels available to the Bank agreed by the Parties in accordance with Clause 3.3.11. of this Agreement.

The Parties agreed that the Bank may suspend/restrict the Client's services until it receives the data to be updated if the Client fails to update the data within 60 days from the date of proper notification of the need to update it.

The Bank may terminate this Agreement and close the accounts at its own initiative if the Client fails to update the data within 240 calendar days from the date of proper notification of the need to update the data and/or the Client refuses to complete the update.

- 11.7. The Parties agreed that the approach that provides for the suspension/restriction of the Client's service is not a restriction on the right to manage the account/funds held on his/her account, is not a refusal of the Bank to maintain business relations with the Client, since the Client is not deprived of the right to apply to the Bank to conduct initiated account transactions and continue servicing, provided that the necessary documents and/or data/information for proper verification, the necessary data for the implementation/completion of updating/ transferring the remaining funds to his/her own account opened with another bank according to the details provided by the Client are submitted.
- 11.8. The Client shall submit to the Bank in advance documents (including obtaining them from official authorities) and information to assess the Client's financial position, analyze the compliance of the Client's financial transactions with the Client's financial position and/or the content of the Client's activities (social status), to confirm the economic feasibility of financial transactions, to find out the sources of the Client's funds (assets), sources of income (wealth) and sources of funds related to financial transactions of Public Figures.

In cases where the Bank requires any documents and/or information to perform transactions and/or provide services under this Agreement, the Client shall submit to the Bank all documents/information necessary in the opinion of the Bank by the time/date of such transaction and/or service provision or within another period established by the Bank.

Should the Client be in breach of the terms and conditions of this Clause regarding the provision of relevant documents and/or information, the Bank may decide to refuse to serve the Client/conduct a financial transaction/provide any services under this Agreement and/or terminate this Agreement.

11.9. In case of changes in the telephone number, contact details of authorized persons, the Client shall notify the Bank on the day of such changes.

In the event of a change in passport data, registration address/place of business address/residence, address of actual residence, the Client shall notify the Bank within 10 days from the date of such changes.

In case of changes in the list of persons authorized to manage accounts on behalf of the Client, the Client shall provide the Bank with an updated list and documents confirming the powers of persons authorized to sign settlement documents.

In the event of changes to the Client's information contained in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Associations (hereinafter referred to as the Unified State Register), notify the Bank of such changes within 10 days of the relevant changes and provide the Bank with confirmation of such changes.

11.10. If the Client fails to notify the Bank of a change in the registered/residence address, the correspondence shall be deemed to have been sent by the Bank and received by the Client duly if it was sent to the registered/residence address of the Client specified in this Agreement or in the Client's last written notice of change in the registered/residence address (unless otherwise provided for in this

Agreement), as well as to the Client's last known financial telephone number.

11.11. The Bank shall not conduct/support financial transactions, shall not credit, transfer funds, grant or receive a loan and/or perform other financial transactions in assets and/or other actions that violate, contribute or may contribute to violation of the prohibitions and restrictions of the Bank's Sanctions Policy, which is available on the Bank's official website at the link Home page/ section "Other"/ About the Bank/ Compliance and Financial Monitoring, reference link https://privatbank.ua/compliance#gads-18109. Prohibitions and restrictions shall apply to the persons specified in Clause 1.1. of Section 2 of the Bank's Sanctions Policy.

11.12. The Bank shall refuse to maintain business relations/refuse to provide services to a person (Client), including by terminating business relations, closing an account, refuse to perform a financial transaction if:

it is impossible to identify and/or verify the Client;

there is a doubt that a person is acting on his or her own behalf, impersonates another person by illegally appropriating other people's identification data or acts on behalf of other persons (beneficiaries) without having legal grounds for doing so;

it is impossible to identify the person on whose behalf or in whose interests the financial transaction is conducted, or the beneficiary of the financial transaction;

any manifestations, attempts or facts of suspicious financial transaction and/or suspicion of financial fraud, political corruption, use of the Bank's accounts/services for ML/FT purposes or for committing another criminal offense as defined by the Criminal Code of Ukraine are revealed in respect of a person;

the person has intentions, manifestations, or attempts to commit intentional or intentionally negligent violation of the applicable law of Ukraine or the Bank's internal procedures, fails to comply with the Bank's legal requirements for the provision of documents/information specified by the applicable law of Ukraine, and/or otherwise expresses disrespect and disloyalty to the applicable law of Ukraine and/or the Bank's internal procedures;

the Client fails to provide the documents or information necessary for the Client's due diligence; the Client or his/her representative submits false information or information misleading for the Bank;

the Client is assigned unacceptably high risk;

the person is a shell company, trust or company that has issued bearer shares, or is an institution that is not subject to regulation and licensing by government authorities and is not subject to their supervision, including: a money transfer agent, exchange office, cash desk/currency exchange office;

the Client is classified as a person cooperation with whom is prohibited or restricted by the Bank's Sanctions Policy:

financial transactions are intended to facilitate or may facilitate the avoidance of restrictions imposed by sanctions; violate, contribute or may contribute to the violation of restrictions imposed by sanctions;

the Client fails to provide/provides inaccurate information necessary for the Bank to comply with the sanctions requirements of the legislation on establishing the Clients' relations with the state that carries out armed aggression against Ukraine and citizens/residents of such state.

11.13. The Bank shall, in the event of a decision to refuse to maintain business relations, including by terminating business relations, closing the account:

refuse to conduct transactions/service/provide any services to the Client under this Agreement;

terminate the concluded banking service agreements/deposit agreements and other banking services (products) agreements ahead of schedule, at the initiative of the Bank, and close the current bank/deposit and other accounts of the Client in accordance with the procedure specified in Section 4 of this Agreement;

inform the Client of the decision to refuse and the need to contact the Bank to transfer the balance of funds in accordance with the details provided by the Client to an account opened with another bank (if there is a balance on the account).

In the event of obligations to the Bank, all obligations of the Client to the Bank shall remain in force and be effective until the debt is fully repaid/obligations are duly fulfilled.

- 11.14. Refusal to maintain business relations (including by terminating business relations), refusal to provide services, refusal to conduct financial transactions, suspension of financial transactions, freezing of assets shall be carried out in accordance with the applicable law of Ukraine and international treaties of Ukraine, internal documents of the Bank on financial monitoring, exclude the liability of the Bank and its employees for default or improper fulfillment of the relevant obligations to the Clients.
- 11.15. The Bank shall not credit or transfer funds, grant or receive a credit (loan) or perform other financial transactions with customer assets if at least one of the parties to the financial transaction and/or the beneficiary and/or the country of origin of the goods and/or the territory of transit of the goods/services has the appropriate registration, residence, location, origin or is the territory of the state that:
 - is included in the list of states (territories) that do not implement or improperly implement the

recommendations of international, intergovernmental organizations combating legalization (laundering) of proceeds of crime or financing of terrorism or financing of proliferation of weapons of mass destruction (including a diplomatic mission, embassy, consulate of such a foreign state) or one of the parties to a financial transaction is a person who has an account with a bank registered in the said state (territory);

- supports terrorist activities, is subject to sanctions, embargoes or similar measures in accordance with the resolutions of the UN Security Council, the European Union, the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) and the applicable law of Ukraine;
- has strategic deficiencies in combating money laundering or terrorist financing or financing the proliferation of weapons of mass destruction in accordance with the statements of the Financial Action Task Force on Money Laundering (FATF)
- is recognized by the Bank as a high-risk state (territory) in accordance with the risk-based approach.

The list of such countries (territories) is available on the Bank's official website.

12. Miscellaneous

12.1. Anti-Corruption Clause.

When performing their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries shall not pay, offer to pay and allow the payment of any cash or valuables, directly or indirectly, to any person to influence actions or decisions of those persons in order to obtain any unlawful advantage.

When performing their obligations hereunder, the Parties, their affiliates, employees or intermediaries shall not perform actions that are qualified by the law applicable for the purposes hereof as giving/receiving unlawful benefit, bribery, provocation of bribery, as well as actions that violate the requirements of applicable law of Ukraine and international acts on combating legalization (laundering) of proceeds from crime.

In the event that a Party suspects that any provisions of this Agreement has been or may be violated, the Party concerned shall notify the other Party in writing. Upon written notice, the respective Party shall have the right to suspend the performance of its obligations hereunder until it receives confirmation that the breach has not occurred or will not occur. This confirmation must be sent within ten business days from the date of the written notice.

In a written notice, a Party shall refer to the facts or provide arguments about the possibility of violation of any provisions of this Agreement by the other Party, its affiliates, employees or intermediaries, expressed in actions that are qualified by the applicable law of Ukraine as giving or receiving an unlawful benefit, bribery, provocation of bribery, as well as actions that violate the requirements of the applicable law of Ukraine and international acts on combating the legalization of proceeds of crime.

If one Party is in breach of its obligations to refrain from prohibited actions and/or the other Party does not receive confirmation within the period established by this Agreement that the violation has not occurred or will not occur, the other Party shall have the right to terminate this Agreement unilaterally in whole or in part by sending a written notice of termination. The Party on whose initiative this Agreement was terminated in accordance with the provisions of this Clause shall be entitled to claim compensation for actual damages resulting from such termination.

12.2. Confidential Information.

The Parties acknowledge that any information received by one of the Parties regarding the other Party in the course of pre-contractual relations regarding the conclusion of this Agreement or in the course of performance hereof shall constitute confidential information (bank and/or trade secrets), except for information that may be obtained by any person from publicly available sources and the Parties shall ensure the preservation of its confidentiality.

The Client unconditionally agrees to the Bank, and the Bank, in accordance with this Agreement, acquires the right to disclose (transfer) any or all information regarding the Client, his/her financial position, terms and conditions of this Agreement and the procedure for fulfilling obligations hereunder (including, but not limited to, any financial, economic or other information constituting a banking secret in accordance with the Law of Ukraine On Banks and Banking or confidential information, including information about the reasons for the Client's failure to fulfill obligations hereunder, about the discount, at which receivables hereunder can be transferred to another creditor, about the results of an independent valuation of these receivables, etc.), which became known to the Bank in the process of concluding and performing this Agreement, in particular, to the following persons:

- any resident or non-resident of Ukraine, who intends to acquire or acquires the receivables hereunder (in whole or in part);
- auditors, appraisers, rating agencies, independent legal advisers, investment, financial intermediaries and other legal entities and individuals if the relevant information hereunder is necessary for the Bank to carry out financial or other transactions, provide or receive relevant services in the course of its ordinary activities, as well as to persons (bodies) entitled to inspect financial, economic and other activities

of the Bank in accordance with the applicable law of Ukraine.

The above terms and conditions of this Agreement shall not apply when the Bank discloses information about the Client to third parties, if the Client is in breach of the terms and conditions hereof. The Client hereby authorizes the Bank to disclose the relevant confidential information by providing it in the manner and to the extent determined by the Bank to an unlimited number of third parties, including law enforcement, judicial authorities, notaries, financial institutions, other institutions, enterprises, organizations, including by posting in electronic databases, on websites on the Internet, by distributing it through the media and e-mail channels, etc.

- 12.3. All other terms not defined in this Agreement shall have the meaning defined by the applicable law of Ukraine.
- 12.4. The Bank shall provide the Client with proposals for changing the essential terms and conditions of this Agreement in a manner that allows setting the date of sending the notice to the Client, namely by sending notices by e-mail or in the Privat24 for Business System or messages in messengers. If the Client fails to provide the Bank with a written notice of rejection of the Bank's proposal to change the essential terms and conditions of the Agreement within 15 calendar days from the date of sending the notice, changes to the essential terms and conditions shall be deemed agreed upon by the Parties and shall not require the conclusion of amendment agreements.
- 12.5. This Agreement shall be governed by and construed in accordance with Ukrainian law. Any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with Ukrainian law.
- 12.6. This Agreement is made in English and Ukrainian. In the event of any discrepancy or difference between the English and Ukrainian versions of this Agreement or any dispute in connection with the interpretation of the English and Ukrainian versions hereof, the Ukrainian version shall prevail and any dispute in general or dispute concerning interpretation shall in each case be resolved solely by reference to the Ukrainian version hereof.
- 12.7. This Agreement is signed using a qualified electronic signature in accordance with the procedure provided for by the Laws of Ukraine On Electronic Documents and Electronic Document Management and On Electronic Trust Services.
 - 12.8. A copy of this Agreement shall be sent to the Client in the Privat24 for Business System.
- 12.9. By signing this Agreement, the Client confirms that he/she is familiar with the Bank's Tariffs, which are available on the website privatbank.ua
 - 12.10. By signing this Agreement, the Client confirms that:
- prior to entering into this Agreement, the Bank provided all necessary, relevant, and reliable information provided in paragraphs 1, 2, 5 of Article 7 of the Law of Ukraine On Financial Services and Financial Companies and Article 30 of the Law of Ukraine On Payment Services, and he/she was duly notified of all circumstances related to the provision of financial services;
- the Bank ensured that the essence of the financial service was correctly understood and did not impose its purchase.
- 12.11. By signing this Agreement, the Client confirms that he/she is familiar with the Information on the Deposit Guarantee System. The Client shall be further familiarized / provided with the Certificate by the Bank posting and updating it at least once a year on the Internet at <u>pb.ua</u> in the Section "Deposit Guarantee Fund".
- 12.12. The Parties have agreed that for the purposes of informing the Client during payment transactions, the Client's authorization in the Privat24 for Business System shall be considered as the Client's provision of information for contacting the Client. The Bank shall provide the Client with information on each payment transaction performed on his/her account in the Privat24 for Business System at any time around the clock without charge.
- If the Client does not set up notices in the Privat24 for Business System, the Parties agree to consider the Client's refusal to receive the Bank's notices of each transaction.
- 12.13. To receive technical and/or service support regarding the fulfillment of the terms and conditions of this Agreement, the Client may contact vipcorp@privatbank.ua.
- 12.14. By signing this Agreement, the Client authorizes the Bank to disclose bank secrecy, namely: about the fact of opening a current bank account, its number to the Unified Portal of Public Services "Diia" to ensure the performance of its functions.

9. Banking details, contact details, and signatures of the Parties to the Agreement:

BANK:

Joint Stock Company Commercial Bank PrivatBank, code under EDRPOU 14360570, registered address: 1D Hrushevskoho Street, Kyiv, 01001, IBAN UA173000010000032003102901026 in the National Bank of Ukraine bank code 300001 Bank code 305299, TIN 143605704021, certificate No. 100238786,

The Bank is included in the State Register of Banks: registration No. 92 as of March 19, 1992 Communications and correspondence address: 30 Naberezhna Peremohy Street, Dnipro, 49094, Ukraine E-mail: help@pb.ua:

represented by %TITLE%; %FULL NAME%;

Signed using a Qualified Electronic Signature

Taxpayer identification	card registration number		
registration address _ IBAN		(zip code, city, street, house) opened in	,(details of the Client's
		nce:	
street, house, office) E-mail address: Phone number:			
Signed with a Qualifi	CERTIFICATION CENTE https://acsk.privatbank.ua How to use the service: 1. go to the personal acco 2. upload the received file	signature, you can use the online s R OF JOINT-STOCK COMPANY COM /online-serviceshttps://acsk.privatbank.u runt of the resource where the documen to the signature verification form via the It with a complete list of electronic signa	MERCIAL BANK PRIVATBANK at adonline-services t was signed and download it; specified link;

to	Payer's Order Withdraw Consent to Perform a Payment Tran	nsaction
Client (payer): (full name)	
Client's (payer's) tax idei	ntification number:	
account No	vs the consent given to JSC CB PrivatBank to pe (account details) initiated in accordance d Maintenance Agreement concluded between the mount of payment initiation / first payment for train (date, time) and the amount is ncy of payment initiation/first payment)	e with the E-Resident Current ne Bank and the Client, under nsactions related by common
	(signature of the Client's authorized payment transaction (transactions related by com	

to the fulfillment of the Client's obligations to the Bank is withdrawn by submitting such a form electronically in the Privat24 for Business System and signing it by the Client by applying a QES in accordance with the terms and conditions of the agreement.

Signatures of the Parties	
BANK: Joint-Stock Company Commercial Bank PrivatBank	
Signed with a Qualified Electronic Signature	
CLIENT: Individual Entrepreneur	_ (full <i>name</i>)
Signed with a Qualified Electronic Signature	

* All details of the Order are subject to mandatory filling.