

# The Agreement on the issuing of Business Cards and the handling of operations executed with such Cards



CLEAR AGREEMENT

concluded by and between:

Bank Handlowy w Warszawie S. A. with its registered office in Warsaw, at ul. Senatorska 16, 00-923 Warszawa, entered under number 0000001538 in the Register of Entrepreneurs maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, Tax Identification Number (NIP) 526-030-02-91, share capital of PLN 522 638 400, fully paid up, hereinafter referred to as the **"Bank"**,

and

(in the case of companies under commercial law: business name, registered office, address, name and number of the relevant register, name of the district court, share capital (in the case of joint-stock companies (SA), additionally: paid-up capital), Tax Identification Number NIP);

hereinafter referred to as the **"User"**

hereinafter referred to as the **"Agreement"**.

## Definitions

Terms used herein shall have the meaning ascribed to them in the Rules and Regulations for issuing and using Business Cards which are in force at the Bank on the date of conclusion of the Agreement or any Rules and Regulations which will replace them.

## Issuance of a Card, execution of Operations and their execution dates

### §1

1. Acting pursuant to the terms and conditions set out in the Agreement and the Rules and Regulations, the Bank shall issue Business Cards, on behalf of the User, to the Holders indicated by the Administrator and approved by the Bank, and undertakes towards the User to clear Operations and any fees and commissions charged.
2. For Credit Cards, the Bank shall issue Cards provided that (i) the Bank grants the User a credit line at least equal to 100% of the Total Limit and, if necessary, also (ii) the User files a declaration of submission to debt recovery for the amount of 120% of the granted Total Limit. The Parties state that the request to file such a declaration shall be communicated by the Bank in a separate procedure.
3. The User must identify, verify and update the details of any Administrators and Holders of Business Cards and notify the Bank without delay of any change in such details.
4. The Card may be used for covering business expenses made by the Holder for and on behalf of the User.
5. The rules and method of use of the Card are set out by the Agreement and the Rules and Regulations.
6. The Operations requested with the use of Cards are executed by the Bank within time limits appropriate for the respective types of payment orders, in line with Visa regulations.
7. Any Operations instructed to the Bank using a Card, properly confirmed by the Holder, shall be deemed to be authorized and to constitute a charge to the User. An Operation shall be deemed to be authorized if consent to make the Operation has been given in the manner and in accordance with the rules set out by the Rules and Regulations.
8. The Bank may independently Cancel/block the Card, without an application to that effect being filed by the Holder or Administrator, in the cases prescribed in the Rules and Regulations.
9. The Bank may refuse to execute an authorized Operation in cases specified in the Agreement, the Rules and Regulations and the General Terms & Conditions of Cooperation with the Client ("GTC of Cooperation") or the General Terms & Conditions for Maintenance of Accounts and Provision of Services ("General Terms & Conditions") together with the Local Terms and Conditions for Bank Handlowy w Warszawie S.A. ("Local Terms and Conditions"), the Confidentiality and Data Protection Principles ("Principles") and the Handbook on services provided in Bank Handlowy w Warszawie S.A. („Handbook”), depending on which of these documents applies to the contractual relationship with the User.



# The Agreement on the issuing of Business Cards and the handling of operations executed with such Cards

## §2

1. As part of the provision of services specified in the Agreement, the Bank provides the CitiManager platform for Card applications and for Card management. Specific provisions related to the use of CitiManager are included in the Rules and Regulations.
2. The Parties shall determine the access settings and the configuration of the CitiManager platform relying on Appendices No. 1 and 2 to the Agreement.

## Card Limits

## §3

The principles of determination and functioning of Card Limits are set out in the Rules and Regulations.

## Settlements of Operations, Fees and Commissions

## §4

1. Operations are carried out in the currency of the country where they are executed, save for exceptions set out by Visa (such as dynamic currency conversion transactions). All Operations are settled in the currency of the Account.
2. The Operations executed by means of the Credit Card within the relevant Settlement Cycle and fees and commissions on account of such Operations shall become due and payable on the Repayment Date. For Credit Cards that are repaid individually, the User undertakes to repay or cause that the Holders repay the total amount of Operations executed within the relevant Settlement Cycle by means of all Cards and the amount of charged fees and commissions, no later than on the Repayment Date, to the bank account stated by the Bank in the Statement. The date on which the funds are credited to the bank account stated by the Bank in the Statement shall be deemed the repayment date. For Cards that are repaid automatically, the Bank debits the Account with the total amount of the Operations executed in a Settlement Period by means of all Cards and with the amount of charged fees and commissions.
3. The Operations made with the use of Debit Cards shall be cleared by debiting the Account to which the Card has been issued, with value date of clearing these Operations by the Bank. Operations plus the fees and commissions, executed with the use of the Card, shall become due and payable at the time of their execution or charging.
4. The amounts of the cleared fees and commissions shall be debited by the Bank to the Account specified by the User in Appendix 1 to the Agreement.
5. Interest on unpaid debt shall be recorded by the Bank in the Account.
6. Detailed information on the conversion of foreign Operations is described in the Rules and Regulations and the applicable commission rates are included in the Tariff of Commissions and Fees for Corporate Clients of Bank Handlowy w Warszawie S.A.
7. The User hereby grants to the Bank an irrevocable authorization to collect from the Account or from any other account of the User kept by the Bank, any amounts of fees payable to the Bank for the conclusion and performance of this Agreement.
8. The User is obliged to provide on the Account funds in an amount which suffices to fully cover the amounts due referred to in section 2, 3, 4 and 5 above. The Bank shall notify the User, at the Bank's discretion, in writing or via email (this includes also a notification made via an email message referring to a communication posted on the relevant website), to the number or addresses indicated in Appendix 1 or 2 to the Agreement, that there are no sufficient funds on the Account to fully cover the amounts due. The foregoing shall not release the User from the obligation to pay the interest referred to in section 9 below and the obligation to control, on an ongoing basis, the balance on the Account in order to ensure timely repayment of amounts due.
9. If the User or Holders fails or fail to repay, by the date and on the terms prescribed above, the total amount of Operations executed within the relevant Settlement Cycle by means of all Credit Cards and the amount of charged fees and commissions, the Bank has the right to:
  - a) for Cards that are repaid individually - charge a fee on account of handling a past due debt repayment after the date on which the Statement becomes due;
  - b) for Cards that are repaid individually - charge the Account with the outstanding amounts due on the first day of the Settlement Cycle being the second Settlement Cycle following the Settlement Cycle for which the Statement was delivered to the User;
  - c) charge interest on the amount of the outstanding debt, until the day preceding repayment of the existing debt, at the rate of statutory interest for the delay;
  - d) refuse to execute an authorized Operation;
  - e) cancel all Cards issued to the User if in its opinion the risk of the User's losing creditworthiness has increased.



# The Agreement on the issuing of Business Cards and the handling of operations executed with such Cards



CLEAR AGREEMENT

10. If the Account is the User's current account and the User submits a declaration of termination of the agreement which is the basis for its keeping or submits any other declarations with the intent to terminate such an agreement, the Parties agree that the agreement shall be terminated effective one month from the date of (i) closing all Cards cleared on this Account, or (ii) from the date of completing the clearance of the last Card to the debit of the Account, whichever is later, regardless of the notice period provided for in the agreement under which the Account is kept.

## Card Security, Statements, Statements of Operations, Contact Details and Address of the User and the Bank

### §5

If the Card is lost, stolen or its details are disclosed to an unauthorized person, the Holder or Administrator is obliged to immediately notify the Bank of this by phone or otherwise as prescribed by the Bank or Visa, in order to Cancel the Card. Specific provisions in this regard are included in the Rules and Regulations.

### §6

1. The Bank shall confirm the settlement of Operations and the fees and commissions charged in a Statement/Statement of Operations.
2. Specific provisions in this regard are included in the Rules and Regulations.

### §7

1. The Bank hereby provides the following contact details for the purposes of any notifications and correspondence arising from or connected with this Agreement:  
**Citi Handlowy, Bank Handlowy w Warszawie S.A.**  
**Strefa Dokumentacji Klienta [Client Documentation Service]**  
**ul. Senatorska 16, 00-923 Warszawa**  
Client Zone tab under Contact or Important Addresses and located on the Bank's website in the CitiService section.
2. Unless this Agreement provides otherwise, the correspondence address and additional contact details of the User for the purposes of any notifications arising from or connected with this Agreement are specified in Appendix No. 1 or 2 to this Agreement. A change in the contact details provided in Appendix No. 1 or 2 to this Agreement shall not constitute an amendment to this Agreement and will be made in a written statement of the User, submitted using the properly filled in form of the relevant Appendix to this Agreement.
3. The User is obliged to notify the Bank of any changes to the pursued activity immediately but no later than within 14 days from occurrence of such change.

## Program Administrators

### §8

1. The User authorizes the Program Administrators, who will be entitled to designate (i) Holders, (ii) further Administrators, and (iii) to update their details, on the User's behalf, to represent the User in relationships with the Bank as regards exercising the rights and performing the obligations hereunder.
2. The Administrators' authorization shall be deemed effective against the Bank upon providing the Bank with a correctly filled-in Administrator Form under the Business Card Program, whose template is enclosed as Appendix no. 2 to the Agreement or entering the Administrator's data into the CitiManager system by an authorized Administrator. The scope of the Administrators' authorization is set out in the Rules and Regulations.
3. The User may replace the existing or appoint new Administrators by filing a new, correctly filed Appendix No. 2 to the Agreement with the Bank or in any other way agreed with the Bank.
4. The User undertakes to procure that, in the case that statements and declarations, including declarations of intent, applications and requests, including set up requests, or instructions are submitted to the Bank by electronic means, such declarations are submitted to the Bank by Administrators duly authorized by the User.
5. The User undertakes to identify, verify and update the details of Administrators and to notify the Bank without delay of any change.



# The Agreement on the issuing of Business Cards and the handling of operations executed with such Cards

## Additional Services

### §9

1. Cards are provided with free-of-charge group travel assistance insurance and insurance against fraudulent use of the Cards by the Holder.
2. The User agrees to be included in insurance cover for the issued Cards, under agreements signed between the Bank and the insurers, on the terms resulting from those agreements. The User can resign from the insurance at any time, which is tantamount to closing the Card.
3. Detailed information regarding insurance and other additional services is included in the Rules and Regulations.

## Complaints related to Operations

### §10

The User, the Administrator or Holder may submit complaints related to this Agreement, including complaints about transactions made by a Card. The detailed rules are described in the Rules and Regulations.

## Obligatory documents to be delivered by the User and the declaration on the principal place of business

### §11

1. The User undertakes to provide the Bank with the documents required by the Rules and Regulations.
2. The User hereby declares that the main area of its primary activity is the registered office in accordance with the entry in the National Court Register (principal place of business or professional activity) and that the User undertakes to notify the Bank of each change of the main area of its primary activity.

## Term of the Agreement

### §12

1. This Agreement shall be effective from the date of its signing and has been concluded for an indefinite period.
2. The Parties may terminate the Agreement at any time with a two-month notice.
3. The notice period shall start on the first day of the month following the month in which the terminating Party delivered a written termination notice to the other Party.
4. Irrespective of the right prescribed above, the Bank may terminate the agreement upon 14-day termination notice on the terms and in the cases prescribed in the Rules and Regulations.

## Fees and Commissions

### §13

For performance by the Bank of activities under this Agreement the User undertakes to pay to the Bank any fees and commissions in accordance with the Table of Fees and Commissions for Business Cards and Tariff of Commissions and Fees for Corporate Clients of Bank Handlowy w Warszawie S.A. The User declares to have received, become acquainted with and accepted the Table of Fees and Commissions for Business Cards prior to the conclusion of the Agreement. Table of Fees and Commissions for Business Cards constitutes an integral part of the Agreement. A change to the Table of Fees and Commissions for Business Cards shall not constitute an amendment to this Agreement and will be made in accordance with the Rules and Regulations.



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## Final Provisions

### §14

1. The Bank may refuse to activate a Card, refuse to execute an authorized Operation or to demand the return of the Card issued for the Holder if it believes, because of the Holder, the activation of the Card, execution of such Operation or letting the Holder keep the Card may lead to an infringement of laws, rules or other requirements which apply to activities of the Bank.
2. The Rules and Regulations, received by the User before this Agreement was signed, and read and accepted by the User, shall apply to any matters not regulated in this Agreement. The Rules and Regulations constitute an integral part of this Agreement. In the event of any discrepancy between this Agreement and the Rules and Regulations, this Agreement shall be binding.
3. The User must make the Holders acquainted with the provisions of the Rules and Regulations.
4. Appendices to the Agreement:
  - a. specimen of Application to Set up the User in the Card System, enclosed as Appendix No. 1 to the Agreement;
  - b. specimen of the Administrator Form under the Business Card Program, enclosed as Appendix No. 2 to the Agreement.
5. The application for a Business Card shall be made via the CitiManager platform after setting up the data referred to in section 4 a. and b. above in the system.
6. Instructions on how to submit an application are available at: [kartybiznes.co.uk](http://kartybiznes.co.uk) in the "Application for Business Card" section.
7. Changes in templates of appendices to this Agreement listed in section 4 above may be made exclusively by the Bank and do not require a written amendment agreement to this Agreement to be valid. Any changes to the templates of appendices shall be communicated to the User, at Bank's discretion, in writing, via email or a post on the website stated by the Bank. A notification of a change of the content of templates of appendices shall be considered to have been made upon (i) delivery of the notification in writing, or (ii) placement of the notification in electronic communications means, including email or website, so that the User is able to read it.

### §15

This Agreement shall be governed by the Polish law. Any disputes, discrepancies or claims arising from or connected with this Agreement or with its breach, termination or invalidity shall be resolved by a common court with jurisdiction over the Bank's registered office.

### §16

Unless this Agreement or the Rules and Regulations provide otherwise, an amendment to the Agreement must be made in writing or by electronic means, otherwise being null and void.

### §17

1. This Agreement has been executed in English.
2. If the Agreement is also signed in a language other than Polish, the Polish version will prevail in case of any interpretation differences.

For the Bank	Date
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For the User	Date
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For the User	Date
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#### Appendices:

- No. 1 – specimen of Application to Set up the User in the Card System;  
No. 2 – specimen of the Administrator Form under the Business Card Program.



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CLEAR AGREEMENT

Contact details for delivery of information on card program implementation status.

Contact persons – Client:

Full name:		Contact telephone number:	
Email:			
Full name:		Contact telephone number:	
Email:			
Full name:		Contact telephone number:	
Email:			

Contact persons – Bank:

Full name:		Contact telephone number:	
Email:			
Full name:		Contact telephone number:	
Email:			
Full name:		Contact telephone number:	
Email:			