

**PUBLIC OFFER (OFFERING) OF JSC ALFA-BANK**  
**for conclusion of the Service Agreement on “Card-to-Card transfers”**

Joint-Stock Company Alfa-Bank

Registered office address: 100 Velyka Vasylykivska St., Kyiv, 03150, Ukraine

USREOU code 23494714

Tel .: (044) 494 01 01

Official website: <https://alfabank.ua/>

E-mail: [ccd@alfabank.kiev.ua](mailto:ccd@alfabank.kiev.ua)

Licenses and permits of the Bank: <https://alfabank.ua/ru/about>

Please find the information on the types of banking services, fees/rates and main characteristics of services related to consumer lending and deposits (savings) at: <https://alfabank.ua/>

Please find the information on the procedure for personal data protection (extract): <https://alfabank.ua/upload/procedure-personal-data-protection.pdf>

The actions to be taken by the Bank if the client fails to comply with the obligations in accordance with the terms and conditions of the banking service agreement.

The Bank's procedure for handling the clients' inquiries/complaints (extract): <https://alfabank.ua/upload/excerpt-from-regulations-citizens.pdf>

Information on citizens' inquiries/complaints filed to the National Bank of Ukraine: <https://bank.gov.ua/ua/contacts>

Information on the deposit guarantee system for individuals is available on the Bank's official website: <https://alfabank.ua/private-persons/deposits/fond-garantuvannya-vkladiv-fizichnih-osib>

Please note:

By accepting the General Offer of JSC Alfa-Bank with a view to entering into the Banking Service Agreement for individuals, the Client agrees to the terms and conditions of banking services specified in the above Agreement.

The Client has the right to refuse to receive the Bank's advertising material distributed through communication channels.

## TERMS AND DEFINITIONS

**“Authorization”** - procedure of making an authorization request by the Bank and receiving a response to such a request, presupposed by the rules of the IPS, in the form of permission or prohibition to perform the Operation / Transaction for crediting funds to the Receiver's Card Account from the Issuer or the IPS, which is performed when providing the Service.

**“Offer acceptance”** - confirmation of the consent by the Client to enter into an Agreement by taking the following actions by the Sender: clicking on the soft button "To perform a transaction" or "To make a transfer" on the Partner's website. In this case, the name of the soft button, displayed on the screen form of the respective website, may be different from the one given in this paragraph above, but must be similar in the meaning, and there must be a reference to the text of the Offer beside the above-mentioned soft button (on the same screen form).

**“Authentication”** - procedure of additional verification of the Sender and the Sender's Card by the Bank, which is performed using 3DSecure Technology.

**“Bank”** – Joint-Stock Company Alfa-Bank, USREOU code 23494714, location: 100 Velyka Vasylykivska Str, Kyiv, Ukraine 03150

**“Non-resident Bank”** - non-resident legal entity that is registered and is a bank or other lending institution in accordance with the legislation of the foreign country within the Group of countries and located outside Ukraine.

**“Resident Bank”** - a resident legal entity that is a bank under the legislation of Ukraine and, among other things, holds a valid banking license from the National Bank of Ukraine (including JSC AlfaBank).

**“Sender”** – Holder of Sender's Card.

**“One-Time Digital Password Generator”**- software designed to generate One-Time Digital Passwords installed in the Bank's server, which is located in special premises and in secured Bank environment.

**“Group of countries”** – the following foreign states:

1. Austria

2. Azerbaijan
3. Albania
4. Armenia
5. Belarus
6. Belgium
7. Bulgaria
8. Bosnia and Herzegovina
9. The United Kingdom
10. Hungary
11. Germany
12. Greece
13. Georgia
14. Denmark
15. Israel
16. Ireland
17. Iceland
18. Spain
19. Italy
20. Kazakhstan
21. Cyprus
22. Kyrgyzstan
23. Latvia
24. Lithuania
25. Liechtenstein
26. Luxembourg
27. Macedonia
28. Malta
29. Moldova
30. Monaco
31. The Netherlands
32. Norway
33. Poland
34. Portugal
35. The Russian Federation
36. Romania
37. Serbia
38. Slovakia
39. Slovenia
40. Tajikistan
41. Turkmenistan
42. Turkey
43. Uzbekistan
44. Finland
45. France
46. Croatia
47. Montenegro
48. The Czech Republic
49. Switzerland
50. Sweden
51. Estonia

**“Agreement”**- service agreement on “Card-to-Card transfers”, concluded between the Bank and the Client by accepting the Offer by the latter, which was provided by the Bank.

**“Issuer”**- a legal entity that meets the following criteria: (i) current IPS participant, (ii) authorized to issue Cards and (iii) has issued (drawn up) a Sender’s Card or a Receiver’s Card. In case of international transfer to Ukraine, the Issuer of the Sender’s Card is a non-resident Bank and the Issuer of the Receiver’s Card is any resident Bank.

**“Request”** - Client’s instruction given to the Bank in electronic form, which is created and transmitted to the latter by means of the Partner's website and it includes the Offer Acceptance, as well as the other information entered by the Client on the Partner's website for the purpose of providing him/her with the Service (the list of information required for the purpose of service provision is determined by the Bank at its sole discretion, separately for the Sender and the Receiver). The request is sent to the Bank by the Client through the acceptance of the Offer.

**“Partner’s Website”** - a service delivery channel, which is (i) a set of Partner’s software, including the software installed on tablets, mobile phones and other mobile devices, or (ii) a Partner’s webpage, the list of which is placed at the Bank's official website (in the filed "Alfa -Transfer").

**“Card”** – electronic payment instrument in the form of a plastic card or other card type, issued according to the procedure provided for by the legislation, used to initiate funds transfers from the Card account to the accounts of other persons or to receive such a transfer.

**“Sender’s Card”** - a card to withdraw the funds from the Sender’s Card Account while providing the service in accordance with the International Payment System rules, using its cards details.

**“Receiver’s Card”** - a card to credit the funds to the Receiver’s Card Account while providing the service in accordance with the International Payment System rules, using its details.

**“Card Account”**- current account or, if the Issuer is a non-resident Bank, another account (according to the legislation of the country of the non-resident Bank) opened with the Issuer, the transactions under which may be performed using the Card.

**“Client”** – private person – a Sender that entered into the Agreement.

**“Commission”** – sum in UAH due to be paid to the Bank by the Sender for performing transactions with accounts using a Card while a separate Service is provided. The Commission amount is determined according to the Tariffs.

**“International Transfer”** - transfer of the funds between Card accounts resulting from the provision of the Service, with the use of Sender’s card details, issued by the non-resident Bank and the Receiver’s Card issued by any resident Bank.

**“IPS”** – International Payment Systems (namely: Visa or MasterCard).

**“Phone number”** – mobile phone number given by the Sender to the Issuer of the Sender’s Card, other than the Bank, to connect this Card to 3DSecure Technology or the number given to the Bank by the Sender in any other manner and based on other agreements entered into between the Sender and the Bank.

**“One-Time Digital Password”**– a set of data generated by 3DSecure Technology. One-time digital password allows you to confirm the integrity of the Sender's data set and to perform authentication.

One-time digital password is used to confirm each request of the Sender and is communicated to the Sender by the Issuer when the Sender contacts the Call Center / Support Service (depending on the method of Sender's authentication and connection of the Sender/ Sender’s card to the SMS banking service). The entry of one-time digital password is confirmed by the Sender when such a password is generated by 3DSecure Technology by clicking the soft button on the web-site of the Sender’s Card Issuer determined by the latter.

**“Mobile phone service provider”** – a legal entity which entered into the agreement with the Client on providing telecommunication services (mobile services), or any other similar agreement, based on which a mobile phone number was given to the Client.

**“Cardholder”** - Holder of the Receiver’s Card.

**“Transaction”** - debit transaction on the Sender's Card Account for cashless payments in order to credit funds to the Receiver's Card Account, initiated by the Client through the Bank using the Card / its details.

**“Offer”**– this public offer (offering) of JSC Alfa-Bank for conclusion of the Service Agreement on “Card -to- Card transfers”.

**“The Bank's official website”** – Bank's website [www.alfabank.ua](http://www.alfabank.ua).

**“Partner”** – legal entity or sole proprietor, which has entered into the Agreement with the Bank, based on which the Sender can accept the Offer and use the Service, having made and submitted a respective request to the Bank via Partner’s website in the manner presupposed by the Offer.

**“Card-to-Card Transfer Service”** or **“Service”**– service of the Bank for performance of the Operation / Transaction for crediting funds to the Receiver’s Card Account, which is provided to the Client upon the request and includes the informational and technological support of the Operation/ Transaction settlements according to the IPS rules for Visa Direct / MasterCard Funds Send services.

**“Sender’s Card Account”** – card account, the transactions on which can be performed using the Sender’s Card.

**“Receiver’s Card Account”** – card account, the transactions on which can be performed using the Receiver’s card account.

**“Transfer amount”** – the amount of funds in zlotys or euros for International Transfers, specified by the Sender when making a Request for its transfer to the Receiver’s Card Account.

**“Parties”** – parties under the Agreement (Bank and Client).

**“Tariffs”** – Bank’s tariffs for provision of the Services, which are available on the Bank’s official website.

**“3D Secure Technology”** - technology developed by IPS (Visa IPS has the name “Verified by Visa” and MasterCard IPS has the name “Mastercard SecureCode”) to guarantee upgraded security for bank cards transactions on the Internet. Within the framework of such a technology, a Sender is identified on the server of the Sender’s Card Issue Bank with obligatory OTP generation according to the IPS Standards. When the Issuer receives authorization request on withdrawal transaction on the Sender’s Card from the Bank on the Internet, the OTP is generated, sent to the mobile phone number in the form of SMS with the follow-up readdressing of the Sender from the Bank’s website/ Partner’s website to the Issuer’s website for entering the OTP by the Sender in the special screen form. If a Sender does not enter OTP or does it incorrectly, the Issuer sends a response to the Bank, namely that the transaction is prohibited. In other cases, the Issuer continues authorization request processing.

**“Fraudulent transaction”** – a transaction performed via the Sender’s Card, its additional card or information about its details, used without the permission of the Sender. Fraudulent transaction may be performed on lost / stolen / forged Card, as well as using the data about Card details, obtained by fraudulent means, and which is necessary for transaction performance.

**“SMS”** – Short Message Service system, enabling to send and to receive text messages via mobile phone service provider while using respective mobile (cell) phone.

## 2. GENERAL PROVISIONS

- 2.1. This Offer governs the relationship between the Bank and the Client regarding the provision of the Services by the latter. The Offer consists of this document and the Tariffs. Herewith, the Tariffs are an integral part of the Offer.
- 2.2. The Offer is signed by an authorized representative of the Bank and is a public offer (offering) of the Bank to an indefinite number of individuals - Cardholders regarding the conclusion of the Agreement. The Client accepts the Offer as a whole, the Client cannot offer its terms of the Agreement to the Bank.
- 2.3. The official publication of the Offer in order to familiarize the Cardholders - natural persons with its contents is made by the Bank by placing the text of the Offer on the Bank’s official website. The Offer shall take effect from the date of its official publication and shall be valid until the date of publication of the application on revocation of the Offer on the Bank’s official website.
- 2.4. The Client accedes to the Offer through the Offer Acceptance. The fact of the Offer Acceptance is considered by the Parties as the Client’s acceptance of the Bank’s offer to conclude the Agreement. By accepting the Offer, the Client confirms that he/she had familiarized himself/herself with all the terms of the Offer and that he/she fully, unconditionally agrees to all the terms of the Offer and the Client also confirms his/her intention to accept the Offer.

The Bank records the Offer Acceptance electronically and the record is kept in the Bank’s hardware/software complex. The Parties agree that excerpts from the Partner’s hardware/software complex may be used as evidence in the settlement of disputes, including in a court of law.

- 2.5. Each Agreement is valid for one specific Service, considered concluded from the moment of Offer acceptance and valid until complete fulfillment by the Parties of the obligations under the Agreement, namely: (i) provision of the Service by the Bank in full and payment of the Commission by the Sender or (ii) when the Bank obtains a prohibition to perform an Operation / Transaction for crediting funds to the Receiver’s Card Account as a result of Authorization or (iii) when the Bank refuses to provide the Service to the Client in accordance with the provisions of this Offer or (iv) in case of refusal of the Client to receive the Services under the provisions of this Offer.
- 2.6. The place of execution of the Agreement is the location of the Bank.

## 3. SERVICE TERMS AND CONDITIONS

- 3.1. The subject of the Agreement is to provide the Client with the Service on the basis of the information specified in the Request.

3.2. The Service is provided by the Bank in accordance with the procedure established by the Offer and under the following terms:

- The Bank has the technical capacity to provide a specific Service;
- The Client has filled in all the details (fields) of the screen form of the Partner's website, which are necessary for making a Request and providing a Service;
- The Bank has received a properly made Request;
- The Cards and Card Accounts, used in the Operation/ Transaction for crediting funds to the Receiver's Card Account, comply with the terms given in the clause 4.1 of the Offer;
- The Operation / Transaction for crediting funds to the Receiver's Card Account has been initiated within the limits set in the clause 4.2 of the Offer;
- The Sender successfully passed the Authentication (subject to the provisions of the clause 3.2.1 of the Offer);
- As a result of the authorization carried out by the Bank, the Bank has obtained a permission to perform the Operation/ Transaction for crediting funds to the Receiver's Card Account;
- The Commission was duly and fully paid to the Bank by the Sender.

3.3. The Bank accepts the Requests only for those Transactions, which are expressed in Polish Zloty (PLN) or in Euro (EUR).

3.4. The Commission shall be calculated according to the Tariffs and shall be included by the Bank in the total amount of the authorization request made on the Sender's Card and shall be charged from the Sender's Card Account without additional orders (acceptance) of the Sender above the amount of the Transaction on the date of charging the commission from such an account.

Herewith:

3.4.1. The currency of the Sender's Card Account is different from the hryvnia, thus the Commission payment is made by debiting its equivalent in the foreign currency by the Bank, calculated at the official UAH to PLN or EUR exchange rate (depending on the currency of the Transaction) established by the National Bank of Ukraine on the day of processing the IPS clearing reports on the Transaction, i.e. offset with the IPS on the balance-sheet of the Bank (hereinafter referred to in this clause 3.4 as the "Official exchange rate"), with subsequent transfer of the debited amount for sale on the Interbank Currency Market of Ukraine on behalf of the Sender. The foreign currency, which had been debited in such a way, is sold at the official exchange rate. The Bank shall transfer the hryvnia, which was received as result of the sale of the foreign currency to the relevant income account of the Bank for the purpose of Commission payment, without prior depositing to the account of the Sender.

3.4.2. If there is no sufficient amount on the Sender's Card Account to perform the Transaction and to pay the Commission at the time of Authorization, the Bank does not accept such a Request for processing and does not provide a Service.

3.4.3. The amount of the Commission calculated by the Bank, as well as the total amount (i.e, the amount of the transfer and the commission amount together) are displayed in the appropriate fields on the screen form of the Partner's website when the Sender (while making a Request) enters the necessary parameters of the Transaction.

3.5. The Service is considered to have been rendered if the Transaction has been successfully conducted in IPS.

3.6. The Bank informs the Client about service rendering result by displaying the message on the screen form of the Partner's website about successful or unsuccessful performance of the Operation/ Transaction for crediting funds to the Receiver's Card Account. In case of successful performance of the Operation/ Transaction for crediting funds to the Receiver's Card Account, such a message enables a Client to print out transaction receipt or to save it in electronic form.

3.7. The Parties agree that the Agreement is a transaction that is fully executed at the time of its accomplishment.

3.8. The Bank shall not be liable for any mistakes made by the Client when submitting a Request, including: for those which led to debiting of funds from the Sender's Card Account in incorrect amount or according to incorrect details, or which led to crediting of funds according to incorrect details of the Receiver's Card. In these cases, the Service is considered to have been rendered to the Client properly and in full compliance with the terms of the Agreement, the Sender and the Receiver shall independently settle further reciprocal payments.

3.9. The Sender has the opportunity to refuse to receive the Service at any time before he performs the following actions on the Partner's website: (i) entering one-time digital password and (ii) confirming such

entry (as stipulated by the definition of the term "one-time digital password"). In this case, no funds shall be debited from the Sender's Card Account and no commission shall be charged.

3.10. The Parties acknowledge that the period of the Operation / Transaction for crediting funds to the Receiver's Card Account is determined by the operational and technological capabilities of the Issuer and IPS. In this regard, the Bank shall not be liable in cases when the Operation / Transaction for crediting funds to the Receiver's Card Account is performed with violation of the terms and / or other requirements established by the rules of IPS, the Agreement or the legislation of Ukraine due to the fault of a third party, incl. another bank.

#### **4. APPLICABLE LIMITATIONS**

**4.1. The Cards and Card Accounts used in Operations and Transactions for crediting funds to the Receiver's Card Accounts have to conform to the following requirements:**

- The Issuer of the Sender's Card must be a non-resident Bank from the designated Group of Countries;
- The holder of the Sender's Card Account, opened with the Bank, cannot be a legal entity or a sole proprietor (i.e., corporate cards cannot be used);
- A resident Bank must be the Issuer of the Receiver's Card;
- The Issuer cannot impose a prohibition or a restriction on Sender's Card as well as on the Receiver's Card for Operations and transactions for crediting funds to the Receiver's Card Account.

**4.2. The operations and transactions for crediting funds to the Receiver's Card Accounts are performed subject to and within the following limits:**

*4.2.1. restrictions on the Cards used while providing the Service through the Partner's website:*

For Sender's Card:

- the maximum amount of one Transaction (excluding the amount of the Commission) is equivalent to UAH 29 999.00. The specified equivalent is calculated at the official UAH to PLN or EUR exchange rate (depending on the currency of the Transaction), set by the National Bank of Ukraine as of the date when the amount of the Transaction is debited from the Sender's Card Account;
- the maximum amount of all Transactions (excluding the amount of the Commission) per calendar day on one Sender's Card is equivalent to UAH 400,000.00. The specified equivalent is calculated at the official UAH to PLN or EUR exchange rate (depending on the currency of the Transaction), set by the National Bank of Ukraine as of the date when the amount of the Transaction is debited from the Sender's Card Account;
- the maximum number of Transactions per calendar day on one Sender's Card - 10 transactions;
- the maximum amount of all Transactions (excluding the amount of the Commission) made per calendar month on one Sender's Card is equivalent to UAH 400,000.00. The specified equivalent is calculated at the official UAH to PLN or EUR exchange rate (depending on the currency of the Transaction), set by the National Bank of Ukraine as of the date when the amount of the Transaction is debited from the Sender's Card Account. The equivalent is calculated for each Transaction separately on the date it was actually performed on the Sender's Card Account;
- the maximum number of Transactions per calendar month on one Sender's Card - 25 transactions.

*4.2.1.. In case of international transfer for the Receiver's Card issued by non-resident Bank:*

- the maximum amount of one Operation/Transaction – UAH 29 999,00;
- the maximum number of Operations/Transactions per calendar day on one Receiver's Card - 10 transactions;
- the maximum amount of all Operations/ Transactions per calendar month on one Receiver's Card – UAH 400 000,00;
- the maximum number of Operations/Transactions per calendar month on one Receiver's Card - 15 transactions.

#### **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**5.1. The Bank is entitled:**

5.1.1. to require the Client to comply strictly with the terms of the Agreement and to pay the Commission;

5.1.2. at its sole discretion, to refuse the Service to the Client on a unilateral basis and without any explanation, including, if:

- the Bank detects Operations/Transactions for crediting funds to the Receiver's Card Accounts, which have the signs of fraudulent transactions (in accordance with the normative acts of the National Bank of Ukraine) or Operations/Transactions for crediting funds to the Receiver's Card Account, which carry or may carry reputational risks for the Bank;
- if the Bank has a suspicion that the Operation/ Transaction for crediting funds to the Receiver's Card Account is conducted in violation of the requirements of the legislation of Ukraine, IPS rules or is fraudulent (i.e. a Fraudulent Transaction);
- if the Client violates the terms of the Agreement, in particular when the provisions of the clause 3.2 of the Offer are not fulfilled while initiating / conducting the Operation / Transaction for crediting funds to the Receiver's Card Account;
- if the Client fails to provide the information required for the Service provision and / or if the Client fills in the details (fields) of the screen form of the Web-site, intended for Request creation, incorrectly;

5.1.3. to store and to process personal data, as well as other information about the Client and operations/ transactions performed by him / her for crediting funds to the Receiver's Card Account, about details of the Cards, etc., which became known to the Bank in connection with Service rendering, in accordance with the provisions of the Section 7 of this Offer.

### **5.2. The Bank is obliged:**

- 5.2.1. to provide the Services to the Clients in accordance with the terms of the Agreement and the current legislation of Ukraine;
- 5.2.2. to maintain the confidentiality of the information received from the Client when concluding/executing the Agreement, taking into account the provisions of this Offer.
- 5.2.3. to consider Client's claims regarding the quality of the Services provided.

### **5.3. The Client is entitled:**

- 5.3.1. to use the Service provided by the Bank in accordance with the terms of the Agreement and the current legislation of Ukraine;
- 5.3.2. to review the current version of the Offer by visiting the Bank's official website;
- 5.3.3. to issue a claim to the Bank for the quality of the Service provided within a period not later than 30 (thirty) calendar days from the date of Service provision;
- 5.3.4. to contact the Bank's customer support center (call-center) at the phone numbers provided in the Section 9 of the Offer.

### **5.4. The Client is obliged:**

- 5.4.1. when initiating the Service, to comply with the terms of the Agreement and the current legislation of Ukraine;
- 5.4.2. to pay a Commission to the Bank.
- 5.4.3. not to transfer the Card details to third parties;
- 5.4.4. to keep the obtained Operation/ Transaction receipt for crediting funds to the Receiver's Card Account;
- 5.4.5. to get acquainted with the terms of the Offer and the amount of the Commission in a timely manner and in full prior to the Offer Acceptance;
- 5.4.6. at the request of the Bank, to provide the latter with the documents and information required for verification of the Client's identity, the nature of his/her activity, financial status, etc. If the Client fails to provide the Bank with the necessary documents or information, or if the Client intentionally provides false information about himself/herself, the Bank shall refuse to provide the Service to the Client.

## **6. DISPUTE SETTLEMENT PROCEDURE**

6.1. The Agreement is governed by, and construed and interpreted in accordance with the current legislation of Ukraine.

6.2. Any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement shall be subject to settlement through negotiations by the Parties.

6.3. The Parties, namely the Client and Joint-Stock Company Alfa-Bank (USREOU code 23494714, located at the address: 100 Velyka Vasylykivska Str., Kyiv, 03150), have agreed to include a reservation to the present Agreement, which is an arbitration agreement pursuant to the Art. 12 of the Law of Ukraine

"On Arbitration Courts", that the judicial protection of the rights and legitimate interests which the Parties have in connection with this Agreement and consideration and settlement of all disputes not settled by the Parties through negotiations that arise or may arise between the Parties on issues of execution, modification, termination of this Agreement by them, shall be carried out in the Permanent Court of Arbitration at All-Ukrainian public organization "The All-Ukrainian financial union" according to its Regulation. The disputes, including but not limited to the disputes the subject of which is execution (non-execution, improper execution) of this Agreement, dissolution (termination) of this Agreement, recovery of a fine, change of the terms and conditions of the Agreement, reimbursement of losses, inflicted in connection with violation of the terms and conditions of the Agreement, invalidity of the Agreement, failure to execute the Agreement, return to the previous state which was before violation of the Agreement etc., shall be considered and settled in the Permanent Court of Arbitration at All-Ukrainian public organization "The All-Ukrainian financial union" according to its Regulation. A case shall be considered by one arbitrator, appointed by the Chairman of the Permanent Court of Arbitration at All Ukrainian public organization "The AllUkrainian financial union". By signing the present Agreement, the Parties give their consent to such order of appointment of the court of arbitration for every dispute that can arise up between them in connection with the Agreement. The Parties have agreed that consideration of their dispute in the court of arbitration shall be carried out exceptionally on the grounds of the written materials, provided by the Parties, without oral hearing of a case and summoning of the Parties. The place for hearing of a case is the place of location of the court of arbitration, indicated in the Regulation of the Permanent Court of Arbitration at All Ukrainian public organization "The All-Ukrainian financial union", with which one can become acquainted at the address: <http://ppts.org.ua>. The date of conclusion of this arbitration agreement is the date of signing of this Agreement in the manner presupposed by this Offer.

6.4. If the Client is a non-resident of Ukraine or in the event of circumstances that procedurally impede the judicial protection of the rights and legitimate interests of the Parties in accordance with the procedure specified in the clause 6.3 of this Offer, the judicial protection of the rights and legitimate interests of the Parties shall be exercised in the manner provided by the current legislation of Ukraine.

6.5. By accepting the Offer, the Client confirms that he/she is fully acquainted with the requirements of the legislation of Ukraine, namely with the content of the Art.190 and Art. 222 of the Criminal Code of Ukraine "Fraud" and "Fraud with financial resources".

## **7. PROCESSING OF PERSONAL DATA AND OTHER INFORMATION**

7.1. By entering into this Agreement, the Client, as a personal data owner, voluntarily gives his/her consent to the Bank to: (1) processing of his/her personal data, which includes committing any actions and / or a set of actions related to collection, registration, accumulation, storage, adaptation, modification, renewal, use, and distribution (spread, disposal, transfer), personalization, destruction of personal data according to the purpose of personal data processing specified in this clause of the Offer, and also to (2) disclosure of information concerning the Client, which, according to the legislation of Ukraine, contains banking secrecy, to third parties, incl. according to the clause 7.2 of the Offer. The Client's personal data shall be stored for the period required for processing purpose specified in this clause of the Offer. The volume of the Client's personal data that is being processed and which may be included in the Bank's personal details database shall be determined by the Parties as any information about the Client and / or the terms of the Agreement which became known to the Bank when establishing a relationship with the Client and / or fulfilling the terms and provisions of the Agreement. The Client's consent to the processing of his/her personal data, given by the latter in accordance with the terms of this clause of the Offer, does not require the notification on transfer of personal data of the Client to third parties in accordance with the provisions of the Art. 21 of the Law of Ukraine "On Protection of Personal Data". By entering into this Agreement, the Client confirms that he/she has been informed about the inclusion of his/her personal data in the Bank's personal details database for the purpose specified in this clause of the Offer, as well as that he/she has been informed of his/her rights, defined by the Law of Ukraine "On Protection of Personal Data", as well as about the purpose of processing his/her personal data, including about data collection.

The purpose of personal data processing is:

- fulfillment by the Bank of its obligations to the Client in terms of providing banking services;
- identification of Clients (persons authorized to represent the interests and to sign civil documents on behalf of the Clients) for the purpose of financial monitoring;
- fulfillment by the Bank of the functions of the primary lender of the Client – natural person;



- fulfillment of the functions of third parties - counterparties (partners) of the Bank, which will be involved by the latter on a contractual basis in the process of lending, assignment and / or debt collection, carrying out reinsurance against the risks of loss of work, death or permanent disability of the Client with the establishment of the Client's disability of the I or II group as a result of an accident or other risks stipulated by the agreements between the Client and the Bank for proper fulfillment of the terms of the concluded agreements by the Bank and the relevant third party, as well as for the purpose of servicing the agreements between the Client and the Bank in order to ensure proper fulfillment of the terms of the concluded agreements by the Bank and the relevant third party;
- offer of any new banking services and / or establishing business relations between the Client and the Bank on the basis of civil contracts;
- Bank's protection of its rights and legitimate interests in the courts and in other law enforcement agencies;
- enforcement of the rights and interests of borrowers in accordance with the requirements of the Law of Ukraine "On Banks and Banking", the Law of Ukraine "On Organization of the Formation and Circulation of Credit Histories", the Law of Ukraine "On Preventing and Counteracting to Legalization (laundering) of the Proceeds of Crime, Terrorist Financing, and Financing Proliferation of Weapons of Mass Destruction", the Civil Code of Ukraine, the Resolution of the National Bank of Ukraine "On Approval of the Rules for Storage, Protection, Use and Disclosure of Bank Secrecy", the Resolution of the National Bank of Ukraine "On approval of the Instruction on the Procedure for Opening, Using, Closing of Accounts in National and Foreign Currencies", and other normative acts of the legislation of Ukraine.

7.2. Subject to the clause 7.1 of the Offer, the Bank shall have the right to transmit the information related to the illegal use of the Card, including, in the cases when this information contains bank secrecy, to the law enforcement authorities and / or IPS and / or members of the IPS at its own initiative or upon their official request:

- transmit the information related to the use of the funds by the Client, information related to the Client's breach of any terms of the Agreement, as well as information or a set of information about the Client that became known to the Bank at the time of entering into the Agreement, incl. information related to the terms of the Agreement, to the law enforcement agencies and / or other competent authorities of Ukraine, institutions and organizations upon their official request;
- use, spread (distribute, dispose, transmit) the Client's personal data and / or information that became known to the Bank when entering into the Agreement to third parties - contractors (including Partners) of the Bank, who will be involved by the latter, on a contractual basis, in the process of servicing the Agreement for the purpose of proper fulfillment of the terms of the concluded agreements by the Bank and the relevant third party;
- collect, store, modify, use, spread (distribute, dispose, transmit) information that became known to the Bank when entering into and / or executing the Agreement, in order to protect the Bank's rights and legitimate interests in the courts, in law enforcement and other public authorities.

## **8. ANTI-CORRUPTION AND SANCTION CLAUSE**

8.1. When fulfilling their obligations under this Agreement, the Parties shall not, directly or indirectly, give any payment, offer to make a payment or disburse any funds or valuables to any persons to influence the actions or decisions of these persons for obtaining any undue advantage or for other unlawful purposes.

8.2. When fulfilling their obligations under this Agreement, the Parties shall not undertake any actions that are qualified according to the law applicable to this Agreement as a proposal / a promise and / or acceptance / receipt of unlawful benefit, bribery, as well as actions that violate the requirements of the current legislation of Ukraine and international instruments on counteracting to legalization (laundering) of the proceeds of crime.

8.3. Each Party to this Agreement shall refuse to encourage the employees of the other Party in any way, including by providing funds, gifts, free performance of works (services) in their favor and by other means not specified in this paragraph which makes the employee of the other Party dependent in a certain way and which are aimed at ensuring that the employee performs any actions in favor of the Party which encourages him.

8.4. By signing this Agreement, the Client undertakes not to take any actions that may lead to the imposition of restrictive measures (sanctions) on the Bank, financial losses, reputational losses, situations of conflict of interest, non-observance of established codes of business conducts, and also undertakes to comply with the market standards, including fair competition standards.

8.5. The Parties agree that the Client may not engage or establish business relations with the persons, enterprises, institutions, organizations against which restrictive measures (sanctions) are applied by Ukraine, foreign states, international bodies or institutions which are recognized by Ukraine, and against which a restrictive measure (sanction) had been imposed, namely "prohibition on establishing business relations" or similar restrictive measures applied by foreign states, international organizations or agencies and which are recognized by Ukraine.

8.6. The Parties hereby acknowledge that the Bank shall be released from any liability to the Client due to the Client's failure to comply with the terms of this section of the Agreement.

8.7. The Client shall be obliged to reimburse the Bank for any expenses actually incurred by the Bank in connection with the Client's failure to comply with the requirements of this section of the Agreement.

## **9. ADDRESS AND PAYMENT DETAILS OF THE BANK**

**BANK:**

100 Velyka Vasylykivska Str, Kyiv, 03150

Sort code (MFO) 300346

USREOU code 23494714

Tel. (044) 490-46-00, Fax (044) 490-46-01

Call-center **(044) 590-3737, 0-800-502-0-50 (free).**