

1. These Regulations rules of executing the following letters of credit (L/C) by Santander Bank Polska S.A. (the Bank):
 - a) L/C issued by the Bank – at its customer's (the Customer) request for the of a counterparty indicated by the Customer. Orders/ other instructions can be submitted in a written form at the Bank's Branch or electronically using iBiznes24 electronic banking services (iBiznes24 services).
 - b) L/C received by the Bank – issued by another bank for the Customer's Application forms / other instructions can be submitted in a written form at the Bank's Branch or electronically using iBiznes24 services.
 - c) L/C received by the Bank – transferred by the Bank at the Customer's request. Application Forms / other instructions can be submitted in a written form at the Bank's Branch or electronically using iBiznes24 services.
2. The Customer is obliged to out the Application Form correctly, precisely and legibly and to provide data required for proper execution of the Application Form or instruction.
When submitting the Application Form electronically, the Customer is obliged to comply with the rules set out in the "Rules of using iBiznes24 services".
3. By submitting an Application Form to the Bank, the Customer confirms their liability towards the counterparty and undertakes to promptly present the relevant document (a contract, an invoice, an order confirmation, etc.) to the Bank at the Bank's first demand.
4. The Application Form should be signed or in the case of iBiznes24, it should be approved by persons who are authorized to make statements of will on the Customer's behalf.
5. The Bank processes the Application Form to issue/ transfer a L/C and, in the case of refusal to execute it, notifies the Customer accordingly. The Bank is neither obliged to accept the Application Form nor – by the time the Bank confirms the Application Form processing in a way outlined in item 9 – to execute it, and in particular the Bank can refuse to process the Application Form if it aimed at law infringement. The refusal to process the Application Form by the Bank does not require any explanations or justifications.
6. The Bank takes a decision on issuing/transferring L/C and issues/transfers a L/C based on the Application Form to issue/transfer a letter of credit. A contract as well as other arrangements between the Customer and their counterparty are not binding on the Bank.
7. The Bank will issue the L/C within two Bank business days of establishing security provided that the Application Form has been verified as complete and correct.
8. The Bank executes a L/C on terms and conditions set out in a written or electronic Application Form, a L/C, these Regulations, in line with commonly applicable legislation and taking into account current regulations of the International Chamber of Commerce in Paris, in particular:
 - a) a nominated Bank acting within its designation, a confirming bank (if any) and an issuing bank must check the Presentation to establish, based on documents only, whether they seem to form a compliant Presentation.
 - b) The Bank shall neither resume obligation nor liability for the form, sufficiency, exactness, authenticity, forgery or legal implications of any document, for general or detailed conditions set out in a document or imposed upon it; the Bank shall neither resume obligation nor liability for description, amount, weight, quality, packaging, delivery, value or existence of goods, services and alike represented by any document nor for good faith, actions, negligence, solvency, activity or standing of a supplier, carrier, freight forwarder, recipient or insurer of goods or any other person.
 - c) The Bank shall neither resume obligation nor liability for implications of delay, loss in the course of forwarding, deformation or any errors originated when

forwarding any message or sending letters or documents when such messages, letters or documents are forwarded or sent in line with terms and conditions set out in the letter of credit or when the bank, on its own initiative, selects a service provider should there be no such instruction in the letter of credit. The Bank shall neither resume obligation nor liability for errors in translation or interpretation of technical terms and can include them non-translated in the letter of credit.

- d) The Bank availing of another Bank's services in order to process the Customer's Application Form / instruction does it on the Customer's account and risk. The issuing bank or advising bank shall neither resume obligation nor liability if instructions transferred by it to another bank are not executed even when such a bank was selected at the initiative of the issuing or advising bank. The Customer shall resume obligation and liability towards the Bank for covering any claims and obligations arising from international legislation and customs.
9. Issuing/transferring of the L/C by the Bank is to the Customer by sending a copy of the issued/transferred L/C in line with the information provided by the Customer in the Application Form.
10. The Bank shall not be liable for failure to process or process unduly the Application Form or the letter of credit if that resulted from incorrect, imprecise or illegible Application Form or for other reasons beyond the Bank's control.
11. The Customer shall inform the Bank about any circumstances impacting the L/C execution within 7 days after such circumstances originated.
12. The Bank will promptly notify the Customer of issuing the L/C, collecting documents for the L/C, receiving the payment under the L/C, and the payment date. The notification will be made as specified in the Application Form (via email or the iBiznes24 service).
 - 13.1. In the Application Form, the Customer indicates their settlement accounts which the Bank should debit or credit and authorises the Bank to do so. The authorisation applies to all of the Bank's and Customer's receivables related to the L/C and its terms and conditions. All payments related to the authorisation will be made by the Bank on the day when the receivables arise.
 - 13.2. In order to make payments related to the L/C, the Bank will debit or credit the settlement accounts referred to in item 13.1 with amounts paid or received by the Bank or with their equivalent converted:
 - a) In line with the Exchange Rate Table of Santander Bank Polska S.A. ("Exchange Rate Table") valid on the day when the payment is made under the L/C; or
 - b) at an individual rate agreed with the Customer.
 - 13.3. In order to collect fees and charges for L/C-related operations, the Bank will debit the settlement accounts referred to in item 13.1 with the amounts calculated in line with the Schedule of fees and charges collected by Santander Bank Polska S.A. for banking services provided to business customers ("Schedule of Fees and Charges") valid on the day when the operation was performed, or with the equivalent of those amounts converted:
 - a) in line with the Bank's Exchange Rate Table valid on the day when the operation is performed; or
 - b) at an individual rate agreed with the Customer.
 The Bank may offer the Customer special fee and charge rates that are lower than specified in the Schedule of Fees and Charges valid on the day when the Bank receives the Instruction. The Bank's offer on special fee and charge rates may apply to either all or only some of the L/C-related operations, as specified in the Bank's letter with the offer. If the Customer does not notify the Bank in writing of rejecting the Bank's offer within 3 business days of its receipt, the fee and charge rates set out in the Bank's offer are deemed individually agreed with the Customer.
- 13.4. If the Instruction specifies that fees and charges due to the Bank for its execution

should be paid by the beneficiary of the L/C, and the beneficiary refuses to pay, then the Bank will collect the fees and charges from the settlement accounts referred to in item 13.1, in line with item 13.3.

- 13.5. In order to cover the costs of other remitting banks, the Bank will debit the settlement accounts referred to in item 13.1 with amounts paid by the Bank or with their equivalent converted in line with the Exchange Rate Table valid on the day when the receivables arose.
14. Over the validity of the Bank's obligation related to the issued L/C, in particular when the Bank makes any payment related to the L/C execution, until the day the Customer fulfils their all obligations towards the bank arising from the Application Form, the Customer shall:
 - a) ensure funds necessary to cover amounts arising from the L/C execution as well as fees and charges due to the Bank listed in item 13 of these Regulations,
 - b) establish an additional security for repayment of L/C related obligations at the Bank's demand and at the date indicated by the Bank when the Bank decides that the value of the security established for the L/C related obligations has fallen or when the Bank decides that the Applicant's financial standing has deteriorated,
15. The Customer shall maintain a current account with the Bank over the L/C validity.
16. Notifications:
 - a) exchanged between the Bank and the Customer in relation to payments under the L/C will be made in writing, in the form of a document, electronically or orally and delivered in person, by courier, by registered mail or on electronic data carriers, unless the parties decide otherwise;
 - b) received after the Bank's working hours, they will be deemed as delivered on the next business day.
17. The risk of any delay in information flow, accidental loss or take-over of information sent by an unauthorized individual in a manner indicated in the Application Form as well as risk of lack of a telephone or electronic contact with the Bank resulting in impossibility to place an instruction, for reasons beyond the Bank's control, is taken by the Customer.
18. Governing law: any disputes between the Bank and the Customer arising from the letter of credit issued by the Bank will be resolved according to the Polish law and by a common court having jurisdiction over the Bank's seat.
19. Before any business relationship with a financial institution (bank) is established and any cross-border payment is initiated, the Bank must verify a given transaction to make sure that it does not breach international sanctions, especially those imposed by the UN, the EU and the US and that it complies with the Sanctions Policy of Santander Bank Polska S.A. Given the above, the following aspects are verified: country, financial institution (most often a bank), beneficiary (counterparty of our customer), carrier (ship), goods. The Bank refuses to execute a transaction or to contact an entity that is found on a sanctions list if any of the abovementioned areas are subject to restrictions under the Sanctions Policy and informs the customer of such refusal. In such case, the customer should contact the beneficiary (the contractor) and inform them of the circumstances necessary to execute the transaction. The Bank shall not be liable for any claims, damages, losses, costs or expenses incurred by any party in connection with any actions taken or not taken by the Bank, in line with imposed sanctions. Authorities imposing sanctions may require to disclose information related to a transaction and such disclosure shall not be deemed as a breach of any duty of confidentiality owed by the Bank to any party hereunder.

These regulations shall be interpreted based on their Polish version. The English version is for reference only.