

SANTANDER BANK POLSKA S.A. TERMS AND CONDITIONS FOR THE EXECUTION OF DOCUMENTARY AND CLEAN COLLECTIONS

1. These Terms and Conditions set out the rules of documentary and clean collections ("collection") carried out by Santander Bank Polska S.A. (the "Bank") as requested by the Customer (the "Customer"). These Terms and Conditions also relate to any Orders and other instructions submitted in electronic form using iBiznes24 electronic banking service (the "iBiznes24 Service").
 2. The Order must be signed or in the case of the iBiznes24 Service, it must be approved by persons who are authorised to make statements of will on the Customer's behalf.
 3. The Bank executes Orders received from the Customer in paper or electronic form on the terms and conditions set out in the Order, these Terms and Conditions and applicable law, in particular the Bill of Exchange Law and the Foreign Exchange Law, and taking into account current regulations of the International Chamber of Commerce in Paris.
 3. The Customer must provide the data required for the proper execution of the Order in the correct, precise and legible manner, in accordance with the description of the fields in the Order form. When submitting the Order electronically, the Customer must also comply with the rules set out in the "Rules for using the iBiznes24 electronic banking service".
 4. The Bank will not be liable for improper processing of the Order if this has resulted from incorrect, imprecise or illegible provision of data in the Order form (whether paper or electronic).
 5. The Bank will process the Order within two Bank business days after its receipt, provided that the Order has been verified as complete and correct by the Bank's unit responsible for executing collections.
 - 7.1 In the Order, the Customer authorises the Bank to debit or credit the Customer's specified settlement accounts. The authorisation applies to all of the Bank's and Customer's receivables related to the collection and its terms and conditions. All payments related to the authorisation will be made by the Bank on the day when the receivables arise.
 - 7.2 In order to make collection-related payments, the Bank will debit or credit the settlement accounts referred to in Section 7.1 with amounts paid or received by the Bank or with their equivalent converted: in accordance with the Exchange Rate Table of Santander Bank Polska S.A. (the "Exchange Rate Table") valid on the day when the payment is made, or at an individual rate agreed with the Customer.
 - 7.3 In order to collect fees and charges for operations performed to carry out the collection, the Bank will debit the settlement accounts referred to in item 7.1 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:
 - i. in line with the Bank's Exchange Rate Table valid on the day when the operation is performed; or
 - ii. 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 Order. The Bank's offer on special fee and charge rates may apply to either all or only some of the collection-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 three business days of its receipt, the fees and charges set out in the Bank's offer will be deemed individually agreed with the Customer.
- If the Order specifies that fees and charges due to the Bank for its execution should be paid by a person other than the Customer, and that person refuses to pay, then the Bank will collect the fees and charges from the settlement accounts referred to in Section 7.1, in line with Section 7.3.
8. The Customer must pay fees and cover the Bank's costs under the collection as well as the costs the Bank will be charged by other banks intermediating in the collection as per the collection terms and conditions.
 9. For settlements under the collection, the Bank applies exchange rates according to the current Santander Bank Polska S.A. Exchange Rate Table applicable on the transaction execution day, or rates individually agreed with the Customer.
 10. The Bank will not be liable for non-execution or improper execution of the Order if this has resulted from reasons beyond the Bank's control.
 11. The Bank shall not be liable for the form, sufficiency, exactness, authenticity, forgery or legal effectiveness of any document, or for general or detailed conditions set out in or imposed on the Bank in any document; The Bank will not be liable for the description, amount, weight, quality, condition, packaging, delivery, value or existence of goods represented by any document, or for good faith, actions, omissions, solvency, or standing of a supplier, carrier, freight forwarder, recipient or insurer of goods or any other person.
 12. The Customer will bear the risk of:
 - (i) delay in the flow of information (messages, letters or documents) or distortion of information (including due to errors in translation or interpretation of technical terms), or its accidental loss or unauthorised disclosure, unless such delay or distortion is due to fault of the Bank;
 - (ii) failure to contact the Bank, by phone or electronically, resulting in a lack of possibility to place the instruction.
 13. When the Bank uses another bank's services in order to process the Customer's instruction, the Bank does so on the Customer's account and risk. The Bank will not be held liable other bank's/ banks failure to comply with the instructions provided by the Bank, even if the bank(s) have been selected on its own initiative.
 14. The Customer will reimburse the Bank for:
 - (i) costs related to fees and charges applied by other banks or persons intermediating in the performance of the Order;
 - (ii) charges resulting from any foreign country's laws or customs, arising in connection with execution of the Order.
 15. In any matters not regulated herein, Customers maintaining an account with the Bank will be bound by the provisions of the Business Account Agreement; Customers using the iBiznes24 Service will be bound by the "Agreement on using iBiznes24 electronic banking" and the "Rules for using the iBiznes24 electronic banking service".
 16. Governing law: any disputes between the Bank and the Customer arising from the collection executed by the Bank will be resolved according to the Polish law.
 17. Before establishing any contact with a financial institution (bank) or making a cross-border payment, the Bank must verify the transaction to make sure that it does not breach international sanctions, especially those imposed by the United Nations, the European Union and the United States, and that it complies with the Sanctions Policy of Santander Bank Polska S.A. (the "Sanctions Policy"). Given the above, the following aspects are verified: country, financial institution (usually a bank), exporter/ payer, carrier (ship), goods. The Bank refuses to execute a transaction or to contact an entity included in a sanctions list if any of the above transaction features are subject to restrictions under the Sanctions Policy, and informs the Customer of the refusal. In this case, the Customer should contact the beneficiary (the counterparty) and inform them of the conditions to be met to execute the transaction. The Bank will not be liable for any claims, damages, costs or expenses incurred by any party in connection with the Bank's action or non-action in accordance with the applicable sanctions. The institutions imposing sanctions may require the Bank to disclose information related to a specified transaction. In this case, the disclosure will not breach any of the Bank's obligations of confidentiality towards the parties to the agreement.
18. Once the Customer submits to the Bank a written statement designating persons authorised to make statements of will concerning documentary collection on behalf of the Customer, and specifying email addresses to be used for sending documentary collection orders, then documentary collection orders as well as all other notices and letters concerning the documentary collection may be sent by the Customer to the Bank via email, in the form of scans sent from the Customer's email address specified in the statement, provided that the original, hard-copy documents will be sent to the Bank by post within seven days of sending the said emails.
 19. The order (or another letter) sent from the Customer's email address specified in the statement will be each time verified to make sure it has been submitted by persons duly authorised to represent the Customer, and to see if the signatures placed by those persons conform to the signature specimens held by the Bank.
 20. The Bank will not be held liable if the Customer's order referred to in Section 18 above is executed, and is subsequently found to have been forged, despite being verified in accordance with Section 19.
 21. The Bank may email the correspondence (including scans of documents) to the Customer's email address indicated in the statement, as per Section 18, provided that the Customer's statement includes their consent to receiving non-encrypted correspondence. If the Customer does not consent to receiving non-encrypted email correspondence, the Bank will send the correspondence to the Customer by post.



