

Effective as of 1 January 2022

Chapter 1 General provisions

§ 1

This document specifies the terms and conditions on which Santander Bank Polska S.A. provides the Phone Service, which is considered an electronic banking service, to Customers as well as the rules of mutual cooperation between the Bank and the Customer with respect to the use of that service.

§ 2

The expressions used in these Terms and Conditions have the following meaning:

1. **Santander Bank Polska S.A./ Bank:** Santander Bank Polska Spółka Akcyjna with its registered office in Warsaw.
2. **Central Unit:** the **SME Service Centre**, which can be contacted by calling **81 461 22 43** or writing an email to cokf@santander.pl, or the **Business Service Centre**, which can be contacted by calling **71 393 88 88** or writing an email to cob@santander.pl. The Central Unit is available from 8.00 to 18.00 on Bank Business Days and is the Bank's unit which executes the Customer's Instructions placed by means of the Phone Service.
3. **Advisor:** an employee of the Business and Corporate Banking Division.
4. **Instruction:** a statement of will made by the Customer using the Phone Service in order to perform the activities or obtain the information specified in § 3 of these Terms and Conditions.
5. **Bank Business Day:** a day which is not a Saturday or a statutory holiday.
6. **Application:** an application submitted by the Customer by means of the iBiznes24 Electronic Banking Service using a dedicated functionality.
7. **Identification Card:** a document used to record data about the Customer and individuals authorised to place Instructions related to the Customer's account or accounts, including specimen signatures for all those individuals and, if agreed, the business stamp, subject to any other regulations specifying the method of identifying individuals authorised to represent the Customer.
8. **Payment Card/ Card:** a payment instrument as defined in the PSA: a payment card with a magnetic strip and a

microchip which was issued by Santander Bank Polska S.A. and identifies its issuer, the authorised Card User and the Customer. Cards can be used to make payments (i.e. orders to execute a non-cash or cash transaction), cash withdrawals, and cash deposits to an account at cash deposit machines in accordance with the provisions of the *Terms and conditions for payment cards for business customers*.

9. **Charge Card/ Card with a Deferred Payment Date:** a card with an authorisation limit set by the Bank. After the end of a settlement cycle, all Transactions authorised online and offline settled in that cycle, together with fees and charges, are debited from the account to which the card was issued.
10. **Customer:** a legal person, an organisational unit with legal capacity, or a natural person who is not a consumer as defined in Article 22¹ of the Polish Civil Code that has been classified by the Bank into the segment of corporate and business customers and is applying for access to the Phone Service or using the said service under the Agreement signed with the Bank.
11. **NIK:** an eight-digit Customer Identification Number assigned by the Bank to identify the User when they use the Phone Service.
12. **Debiting:** each operation resulting in a decrease in the balance of the Customer's Settlement Account.
13. **Bank Branch:** an organisational unit of Santander Bank Polska S.A. which performs banking operations.
14. **PIN:** a password formed by a string of characters which identifies the User and grants the User exclusive access to the Phone Service. The PIN is delivered in a specially secured envelope or sent in a text message to the User's mobile phone number specified in Appendix 1 to Phone Service Agreement: Phone Service Users. The password is known only to the User who received it.
15. **Split Payment:** payment made in PLN between VAT payers based on a VAT invoice. Split Payment involves the payment of all or part of the VAT amount to the VAT Account and all or part of the net sales value to the Settlement Account linked to that VAT Account.
16. **Settlement Account:** a PLN settlement account, an FX settlement account or any other account specified in relevant Regulations which is maintained for the Customer by Santander Bank Polska S.A.
17. **Term Deposit Account/ Term Deposit:** a term deposit account maintained for the Customer by Santander Bank

Polska S.A. on terms and conditions specified in relevant Regulations.

18. **Negotiated Deposit Account/ Negotiated Deposit:** a Term Deposit Account with a negotiable term and interest rate, maintained for the Customer by Santander Bank Polska S.A. on terms and conditions specified in relevant Regulations.
19. **VAT Account:** a PLN bank account maintained by the Bank for the Customer holding a PLN Settlement Account and used to settle VAT payments by means of the Split Payment mechanism.
20. **Regulations:** agreements between the Bank and the Customer, general terms and conditions of agreements and terms and conditions documents, in particular the *Terms and conditions for business accounts*, the *Schedule*, the *Terms and conditions for payment cards for business customers*, the *Rules for using the iBiznes24 electronic banking service*, the *Moja Firma plus electronic banking terms and conditions* and the *Mini Firma electronic banking terms and conditions*.
21. **Terms and Conditions:** these *Terms and conditions of providing selected phone services for business customers*.
22. **Strong Authentication:** an Authentication that is designed to protect data confidentiality and is based on the use of at least two of the following elements:
 - 1) knowledge about something only the Customer/ User knows;
 - 2) possession of something only the Customer/ User possesses;
 - 3) inherent features of the Customer/ User.
23. **Inbox:** an inbox in the Electronic Banking Services to which the Bank can send correspondence addressed to the User within the scope specified in the Terms and Conditions.
24. **Schedule:** the *Schedule of fees and charges collected by Santander Bank Polska S.A. for banking services provided to business customers*.
25. **Agreement:** a Phone Service Agreement together with all appendices and annexes to that agreement.
26. **Sealed Deposit Agreement/ Sealed Deposit Declaration:** a document which specifies the terms and conditions for making sealed deposits.
27. **3D-Secure Service/ Mastercard SecureCode** (for Mastercard Cards)/ **Verified by Visa** (for Visa Cards): a security measure for internet transactions, offered by selected companies.

28. **Electronic Banking Services:** the iBiznes24, Moja Firma plus or Mini Firma electronic banking services (as applicable) provided by the Bank.
29. **Phone Service:** a service whereby the Bank provides the Customer with access to selected banking services by phone and by email.
30. **PSA:** the Polish Payment Services Act of 19 August 2011.
31. **Authentication:** a procedure which allows the Bank to verify the identity of the Customer/ User or the validity of the use of a specific payment instrument, including the use of personalised security credentials.
32. **Crediting:** each operation resulting in an increase in the balance of the Customer's Settlement Account.
33. **User/ Phone Service User:** a natural person with full capacity to perform acts in law who is authorised by the Customer to place Instructions by means of the Phone Service.
34. **iBiznes24 User:** a natural person who is authorised by the Customer to place Instructions and submit Trade Finance orders or Applications by means of the iBiznes24 Electronic Banking Service.
35. **Moja Firma plus User:** a natural person who is authorised by the Customer to place Instructions by means of the Moja Firma plus Electronic Banking Service.
36. **Mini Firma User:** a natural person who is authorised by the Customer to place Instructions by means of the Mini Firma Electronic Banking Service.
37. **Card User:** a natural person whose name and surname is specified on the front of the Card and who received a power of attorney from the User (acting in the name and on the behalf of the Customer) to use the Card/ Charge Card to make transactions charged to the Settlement Account.
38. **Biometric Verification:** verification of the User's voice against the voice sample (template) held by the Bank. The verification is automatic and conducted by the Bank with the use of voice authentication technology.
39. **Certificate:** a document which is issued at the request of the Customer and contains information about products and services provided by the Bank to the Customer.
40. **Certificate for the Auditor:** a document which is issued at the request of the Customer for an audit firm and contains information about products and services provided by the Bank to the Customer.

Chapter 2
Functional scope
§ 3

1. The Customer who uses the Phone Service can receive the following information by phone or email (**category A rights**):
 - 1) terms and conditions and rules of Term Deposit/ Negotiated Deposit Accounts, Settlement Accounts, Payment Cards, Electronic Banking Services, Sealed Deposit Agreements and Declarations provided by the Bank, and fees;
 - 2) balance and turnover in the Customer's accounts maintained by the Bank.
2. The Customer who uses the Phone Service can place the following Instructions related to **Term Deposit/ Negotiated Deposit Accounts** by phone (**category B rights**):
 - 1) to open a term deposit account with a standard interest rate;
 - 2) to open a term deposit with a negotiable interest rate and term;
 - 3) to close a Term Deposit/ Negotiated Deposit Account and transfer the funds from the Term Deposit/ Negotiated Deposit Account to a Settlement Account maintained for the Customer by the Bank;
 - 4) to activate, modify or cancel the service of automated opening of overnight deposit accounts with a standard interest rate.
3. The Customer who uses the Phone Service can place the following Instructions related to **Settlement Accounts and VAT Accounts** by phone (**category C rights**):
 - 1) to open another Settlement Account or VAT Account;
 - 2) to change the VAT Account linked to the Settlement Account;
 - 3) to change the Customer's data provided for the Settlement Account or VAT Account which can be modified without submitting any documents by the Customer, for example: to change the frequency of sending account statements, to change the channel used to send account statements, to change the correspondence address, to update contact details;
 - 4) to update the data on countries where the Customer has tax liabilities;
 - 5) to change the Customer's data that need to be confirmed in online registers (Central Information of the National Court Register, Central Register and

Information on Economic Activity), for example the Customer's business name or address of the Customer's registered office. If the Customer uses a business stamp, the Identification Card will have to be replaced with a new one after each change of those data. Until the Identification Card is replaced, account handling and transaction execution services will not be available at Bank Branches.

- 6) to terminate the Settlement Account agreement or close a VAT Account with a zero balance (unless it is the only Settlement Account or the only VAT Account of the Customer in the Bank). If the VAT Account to be closed is linked to a Settlement Account that will not be closed, the Customer may be asked to specify the VAT Account to which that Settlement Account should be linked (provided the Customer has more than one VAT Account left).
4. The Customer who uses the Phone Service can place the following Instructions related to **funds** by phone (**category D rights**):
 - 1) to convert currency and repost transactions between the Customer's Settlement Accounts in the Bank at a standard rate;
 - 2) to block and unblock funds in Settlement Accounts and Term Deposit Accounts. The Customer can unblock only the funds which have been blocked at the Customer's request.
5. The Customer who uses the Phone Service can place the following Instructions related to **Payment Cards/ Charge Cards** by phone (**category E rights**):
 - 1) to change the terms and conditions for using the Payment Card/ Charge Card as follows: to change the limits listed in Appendix 1 to the *Terms and conditions for payment cards for business customers* and the Card spending limit (does not apply to changes in the Charge Card authorisation limit), to issue a new Card PIN, to renew a Card early, to provide/ change the mobile phone number for sending 3D-Secure codes, or to modify the address type with regard to addresses provided to the Bank;
 - 2) for Payment Cards: to change the option of generating individual and collective lists;
 - 3) for Payment Cards/ Charge Cards: to cancel a Card, to unblock a Card, to terminate the agreement;
 - 4) for Payment Cards: to issue a new Card.

6. The Customer who uses the Phone Service can place the following Instructions related to **Electronic Banking Services** by phone (**category F rights**):

1) to change the terms and conditions for using the Electronic Banking Services as follows: to block the Electronic Banking Services, to block an iBiznes24/ Moja Firma plus/ Mini Firma User, to remove an iBiznes24/ Moja Firma plus/ Mini Firma User, to issue a new PIN, to block/ unblock an authorisation tool, to remove an authorisation tool, to grant/ revoke administrator rights, to grant/revoke authorisation for the Settlement Account/ VAT Account (applies to the iBiznes24 and Moja Firma plus Electronic Banking Services), to change the Customer's business name displayed in the Electronic Banking Services, to change the Settlement Account from which the Electronic Banking Services fees are debited, to activate/ disable the Alerty24 service in the Electronic Banking Services, to change the value of the limit for transfers via Electronic Banking Services (the limit cannot be increased by more than 100% of the existing limit, cannot be higher than PLN 1,000,000 and can be changed only once every 3 months by all iBiznes24/ Moja Firma plus/ Mini Firma Users; in the case of the Mini Firma Service, only the limits authorised with a token or an smsCode can be changed; the Bank reserves the right to refuse to increase the limit via the Phone Service if, within the last six months, neither the average monthly inflows to the Customer's accounts nor any single transfer ordered at the Bank's Branch exceeded 50% of the new limit requested by the Customer);

2) to change the terms and conditions for using the iBiznes24 Electronic Banking Service as follows: to add an iBiznes24 User or to issue a new authorisation tool for iBiznes24. Instructions placed by phone will be processed only if they are properly confirmed with an Application submitted via iBiznes24 within 2 weeks of placing the Instruction by phone. If the Phone Service User places an Instruction to add an iBiznes24 User, the Phone Service User will have to provide the Bank with the following identification data of the new iBiznes24 User during a phone call: the PESEL number (or, in the case of non-residents, the date of birth) and the phone number.

The Instruction to add an iBiznes 24 User will be executed only if, during a phone call initiated by the Bank, the iBiznes24 User agrees to use the iBiznes24 Electronic Banking Service for the Customer's Settlement Account and if the iBiznes24 User's data have been successfully verified. If the iBiznes24 User's data cannot be verified, the iBiznes24 User will not be added as specified in this § 3(6)(2) until they are fully identified by an Advisor at a Bank Branch.

7. The Customer who uses the Phone Service can place the following Instructions related to **preparation of banking documents and other issues** by phone or email (**category G rights**):

- 1) to make the history of the accounts/ copies of statements for the accounts maintained by the Bank for the Customer available to the Customer on paper or in electronic form;
- 2) to issue a transfer confirmation;
- 3) to issue Certificates for the Customer and Certificates for the Auditor;
- 4) if requested by the Bank, the Customer can place an Instruction in order to confirm their Instruction to prepare a Certificate for the Auditor;
- 5) the Customer can place an Instruction in order to notify the Bank in advance of a cash withdrawal at the Bank's Branch from the Customer's Settlement Accounts maintained by the Bank;
- 6) to obtain clarifications with respect to domestic and international payments;
- 7) to order blank cheques;
- 8) to grant/ revoke the authorisation to make deposits to the Customer's Settlement Account.

Chapter 3

Terms and conditions of providing and using the Phone Service

§ 4

1. The Phone Service will be provided once all of the following conditions have been met:

- 1) a written Agreement with appendices has been made between the Customer and the Bank, in particular: the Customer has specified the Users, authorised them to single-handedly act in the name and on the behalf of the Customer, and signed a statement on sending data by email;

2) for Instructions to issue a new Card within E category rights: the Customer has granted Phone Service Users a specific power of attorney to make, in the name and on the behalf of the Customer, an agreement on issuing a Payment Card to the Card User, and to grant, in the name and on the behalf of the Customer, powers of attorney to Card Users to make Card Transactions charged to the Settlement Accounts. The contents of those powers of attorney are specified in § 16(2) of the Terms and Conditions. Granting the power of attorney will be regarded as the Customer's consent to debit the Settlement Account to which the Card was issued with the amounts of Card transactions and relevant fees and charges collected in line with the applicable Schedule.

3) for Instructions to grant an authorisation to make deposits to the Customer's Settlement Account within G category rights: the Customer has granted the Phone Service User a power of attorney to authorise a third party in the name of the Customer to make cash deposits to the Customer's account. Granting the power of attorney will be regarded as the Customer's consent to debit the Settlement Account for which the authorisation has been granted with relevant fees and charges for cash deposits collected in line with the applicable Schedule.

2. The Bank can refuse to enter into the Agreement if:

- 1) the Customer does not meet the requirements specified in the Terms and Conditions;
- 2) there are other reasons which, in the Bank's reasonable opinion, prevent the Bank from entering into the Agreement.

3. The Phone Service will be made available to the User not later than on the second Bank Business Day after entering into the Agreement.

4. Instructions placed by the User (excluding Instructions related to Negotiated Deposits) will be executed by the Bank within 2 Bank Business Days of the day when the Instruction is properly placed by the User in accordance with the Agreement. The Certificates for the Auditor will be issued within 5 Bank Business Days of the day when the relevant Instruction is properly placed in accordance with the Agreement. If the Bank refuses to execute the Instruction in accordance with § 12(2), it will notify the User of its refusal in the manner specified for confirming the

execution of Instructions or communicating the refusal to issue a new Payment Card (as applicable) in § 18 of the Terms and Conditions.

5. In order to place Instructions using the Phone Service, the User has to connect with the Bank by means of a touch-tone phone or a mobile phone.
6. The Customer and the Bank have the right to record all phone calls carried out in relation to the provision of the Phone Service. The cost of phone calls made by the Customer is as charged by their operator. The only email addresses and phone numbers which can be used for communication between the Bank and the User as part of the Phone Service are the Phone Service Users' email addresses and phone numbers specified in Appendix 1 to the Agreement and the email addresses and phone numbers of the Central Unit..

Chapter 4 User activation

§ 5

1. The Customer undertakes to notify the individuals authorised to act in the name and on the behalf of the Customer (including the Users of products and services covered by the Agreement) of the scope of their rights and provide those individuals with the Regulations (including the documents defining the rules for the proper use of those rights, products and services) on paper, in electronic form or by directing them to the Regulations at the Bank's website (www.santander.pl).
2. Before activating the User in the Phone Service, the Bank will send a file with a NIK number to the User's email address. The file will be secured with a password formed by selected digits of the User's PESEL number or, in the case of non-residents, date of birth.

Chapter 5 User identification in the Phone Service

§ 6

1. The User is identified by the Bank before placing any Instruction via the Phone Service.
2. The User can be identified during a phone call in one of the following manners:
 - 1) the User provides the correct NIK and PIN defined for the Phone Service; or

- 2) the User provides the correct NIK and undergoes a successful Biometric Verification; or
 - 3) the phone number used by the User to call the Bank is verified (recognised) and the User provides the correct PIN; or
 - 4) the phone number used by the User to call the Bank is verified (recognised) and the User undergoes a successful Biometric Verification;
 - 5) the User gives correct answers to questions asked by a Bank employee about the User's personal data (including identity document details) and about the data of the Customer represented by the User which are in the Bank's possession. This User identification method is initiated by the Bank at its own discretion and used as a supplementary method alongside the ones described in § 6(2)(1)–§ 6(2)(4).
3. The User who is using the Phone Service for the first time can only be identified in the manner described in § 6(2)(1), § 6(2)(3) or § 6(2)(4).
 4. Instructions placed by the User who has not been successfully identified by the Bank will not be processed.
 5. If required by law or security reasons, the Bank may have the Customer undergo Strong Authentication using the authorisation tools provided by the Bank.

§ 7

1. The User receives the PIN as specified in the relevant Instruction: in a secure envelope or in a text message sent to the mobile phone number specified in Appendix 1 to the Agreement.
2. The Bank can remind the NIK to the User or issue a new PIN to the Phone Service for the User after the User's identity is additionally verified based on the User's answers to questions asked by a Bank employee about the User's personal data (including identity document details) and the Customer's data which are in the Bank's possession. The NIK will be sent to the User's email address specified in Appendix 1 to the Agreement. The PIN will be sent as specified by the User in the relevant Instruction: in a letter to the User's correspondence address or in a text message to the User's mobile phone number specified in Appendix 1 to the Agreement.
3. The Phone Service User is required to protect their NIK and PIN with a due care. The User is fully liable for making them available to third parties. The User should also protect the

email box and the phone and SIM card used for the Phone Service in order to prevent unauthorised persons from accessing the Service.

4. If an unauthorised person obtains the NIK or PIN used for identification, the User should place an Instruction to block the NIK:
 - 1) by means of the Phone Service; or
 - 2) in person at a Bank Branch; or
 - 3) with an employee of any other Bank unit designated for Customer service.

§ 8

1. The identification of the User by means of the Biometric Verification as described in § 6(2)(2) and § 6(2)(4) is possible only if the User has provided the Bank with their voice template.
2. Unless the User's voice template has already been provided to the Bank in another manner, the User may provide it at their own initiative to enable the Biometric Verification. In order to do so, the User has first to be identified in the manner described in § 6(2)(1) or § 6(2)(3), and § 6(2)(5).
3. The User's voice template is stored by the Bank and subject to the rules for protection and processing applicable to personal data. The voice template can be processed only upon the User's consent.
4. The Phone Service User who has provided the Bank with a voice template can be identified during a phone call by speaking a phrase which is then verified by the Bank for compliance with the template stored in the Bank. The Biometric Verification is successful if the User's voice is compliant with the template stored by the Bank.
5. After three unsuccessful attempts to provide the phrase used for verification, the biometric method of identification will become locked. It can be unlocked by:
 - 1) the User: by making an oral request by means of the Phone Service; the User will be identified by the Bank in the manner described in § 6(2)(1) or § 6(2)(3), and § 6(2)(5);
 - 2) the Customer: by making a written request.
6. At any time during their cooperation with the Bank, the User can make a request to modify or remove their voice template. If the request is filed by means of the Phone Service, the voice template will be changed or removed once the User has been identified in the manner described in § 6(2)(1) or § 6(2)(3), and § 6(2)(5).

7. The Bank will accept only one voice sample from each User availing of the Biometric Verification (including the Users who are personal customers), regardless of the nature of services in which that identification method is used.
8. If the Customer revokes or modifies the User's rights to the Phone Service, the voice template provided by the User will not be removed as long as the User has not revoked their consent to process their voice template.

§ 9

1. The phone numbers specified for the purpose of contacts with the Bank in Appendix 1 to the Agreement will be used to verify the User's identity via the Phone Service.
2. The verification (recognition) of the phone number by means of which the User connects with the Bank involves comparing that number to the phone numbers specified in Appendix 1 to the Agreement.
3. One phone number can only be used to verify the identity of one User.
4. The Customer can change the phone number used to verify the User's identity by amending Appendix 1 to the Agreement.

§ 10

1. The Instructions placed by email will be processed by the Bank only if they have been sent from one of the Phone Service Users' email addresses specified in Appendix 1 to the Agreement.
2. Before executing an Instruction placed by email, the Bank will always identify the User as described in § 6(2) if the Bank's reply is to be provided by phone or by email. Additionally, the Bank may decide to identify the User as described in § 6(2) before executing an Instruction placed by email if the Customer has instructed the Bank to send the reply to the Customer's correspondence address or to the address of the Customer's registered office.
3. The Instruction placed by email will not be processed if the Bank has failed to identify the User as specified in § 10(2) above or contact the User using the phone number specified in the Agreement. The Bank will promptly notify the User of its refusal to process the Instruction. The notification will be made by email and, if possible, by phone.

§ 11

The Customer/ User is required to keep the devices used to access the Phone Service (e.g. a computer, a mobile phone, a tablet) secure and protect them against malware or access of unauthorised persons, in particular by:

- 1) installing legitimate system software and anti-virus software on the device;
- 2) using a firewall;
- 3) updating the legitimate system software and anti-virus software installed on the device;
- 4) not installing any software from unknown sources;
- 5) refraining from opening emails from unknown senders and replying to them;
- 6) not opening any files from unknown sources.

**Chapter 6
Instruction execution and Instruction execution confirmation: general terms and conditions**

§ 12

1. If the User has placed an Instruction by means of the Phone Service, the Customer will not be required to make any additional statements of will in writing. The User provides all data required by the Bank to execute the Instruction during a phone call and in an Application properly submitted via iBiznes24 (in the case of Instructions to add a new iBiznes24 User or to issue a new iBiznes24 authorisation tool, as specified in § 3(6)(2)) or in an email (in the case of Instructions related to category A and G rights).
2. The Bank will not execute the Instruction:
 - 1) if the Instruction does not meet the conditions described in the Terms and Conditions, including if it goes beyond the scope specified in the chapter on the functional scope of the Phone Service and in particular when it involves:
 - a. transferring the Customer's funds to a third-party account maintained by the Bank or to an account in another bank;
 - b. granting, modifying or revoking powers of attorney to the Customer's accounts maintained by the Bank;
 - 2) if the Customer does not provide sufficient funds to execute the Instruction and to cover the charges for the actions specified in the Instruction;

- 3) if the Instruction has been placed in breach of the Regulations, including the Bank's Regulations on relevant products and services;
 - 4) in the case of an Instruction to open another Settlement Account or VAT Account: if the Customer's data in the Bank's IT systems are not consistent with the Customer's data in publicly available registers;
 - 5) in the case of an Instruction to issue a Card: if the Card User's data in the Bank's IT systems are incomplete or outdated or the Bank does not hold the Card User's Identification Card.
3. Once the Instruction has been executed, the Bank will promptly provide the Customer with a confirmation in accordance with Chapter 10 of the Terms and Conditions.
 4. If the confirmation is provided in writing, it will include the terms and conditions of the placed Instruction and all settlements made by the Bank in relation to its execution (including the collected fees and charges). In particular, the confirmation of an Instruction to open a Term Deposit Account/ Negotiated Deposit Account/ Settlement Account/ VAT Account will specify the number of that account.
 5. The User's reservations about the contents of the received Instruction confirmations will be processed by the Bank in the manner described in the chapter on complaints.

**Chapter 7
Specific terms and conditions for the execution of Instructions to open Negotiated Deposit Accounts**

**§ 13
Specific terms and conditions for the execution of Instructions to open Negotiated Deposit Accounts placed with the Advisor**

1. The Customer can use the Phone Service to negotiate the terms and conditions for Negotiated Deposits and place Instructions for the Bank to open Negotiated Deposit Accounts for the Customer.
2. The User agrees the terms and conditions of the Negotiated Deposit with their Advisor (the first phone conversation in this respect is made directly with the Advisor). Once the Negotiated Deposit terms and conditions have been agreed during the first phone conversation, the Bank will confirm the contents of the Instruction placed by the User during a second phone conversation with that User and then in

writing. The Bank's confirmation will cover the opening of the Negotiated Deposit Account and the following terms and conditions of that Deposit:

- 1) Negotiated Deposit Account number (only in a written confirmation);
 - 2) amount;
 - 3) currency;
 - 4) Negotiated Deposit agreement period;
 - 5) interest rate *per annum*;
 - 6) interest rate type (fixed/ variable);
 - 7) date of opening the Negotiated Deposit Account;
 - 8) date of placing the Instruction by phone;
 - 9) number of the Customer's Settlement Account in the Bank from which the funds should be transferred to the Negotiated Deposit Account;
 - 10) number of the Customer's Settlement Account in the Bank to be credited with the principal and interest from the Negotiated Deposit Account after the end of the Deposit agreement period.
3. The Negotiated Deposit terms and conditions agreed with the Advisor during the first phone conversation cannot be modified by the User or the Bank during the second phone conversation, which is carried out to confirm the contents of the Instruction.
 4. The Instructions specified in § 13(1) will be executed by the Bank within the time limits specified in the Terms and Conditions after the Negotiated Deposit terms and conditions listed in § 13(2) have been agreed during the first phone conversation and confirmed during the second phone conversation.
 5. The Negotiated Deposit Account will be opened once the User and the Bank have both orally confirmed the Negotiated Deposit terms and conditions during the second phone conversation and provided that the Customer has met the obligation specified in § 15(1) of the Terms and Conditions.
 6. The Negotiated Deposit Account will not be opened if, despite the Bank's efforts, on the day of placing the Instruction the Bank fails to make the second phone conversation with the Customer to confirm the Deposit terms and conditions negotiated during the first conversation.
 7. In order to confirm the User's statement of will to open a Negotiated Deposit Account, the Bank will identify that User during the phone conversation as described in § 6 of the

Terms and Conditions. In the case of failure of the Bank's phone authorisation system, an employee of the Central Unit will identify the User by asking additional questions in accordance with § 6(2)(5) of the Terms and Conditions.

8. The Bank will confirm the Negotiated Deposit terms and conditions agreed by the parties using the phone number of the Central Unit.
9. The Instructions related to opening Negotiated Deposit Accounts which are placed by the User by 16.00 on a Bank Business Day will be executed by the Bank on the same day provided the Bank is able to confirm the Instruction with the User during the second phone conversation by 18.00. Instructions placed after 16.00 or not confirmed by the parties over the phone by 18.00 of the day on which they are placed will not be executed.

§ 14

Specific terms and conditions for the execution of Instructions to open Negotiated Deposit Accounts placed with the Central Unit

1. The Customer can use the Phone Service to negotiate deposit terms and conditions and place Instructions for the Bank to open Negotiated Deposit Accounts for the Customer.
2. The Customer's User agrees the terms and conditions of the Negotiated Deposit with an employee of the Central Unit. Once the Negotiated Deposit terms and conditions have been agreed and confirmed with the User, the Bank will confirm the wording of the Instruction placed by the User in accordance with § 18 of the Terms and Conditions. The Bank's confirmation will cover the opening of the Negotiated Deposit Account and the following terms and conditions of that Deposit:
 - 1) Negotiated Deposit Account number (only in a written confirmation);
 - 2) amount;
 - 3) currency;
 - 4) Negotiated Deposit agreement period;
 - 5) interest rate *per annum*;
 - 6) interest rate type (fixed/ variable);
 - 7) date of opening the Negotiated Deposit Account;
 - 8) date of placing the Instruction by phone;

- 9) number of the Customer's Settlement Account in the Bank from which the funds should be transferred to the Negotiated Deposit Account;
 - 10) number of the Customer's Settlement Account in the Bank to be credited with the principal and interest from the Negotiated Deposit Account after the end of the Deposit agreement period.
3. The Instructions specified in § 14(1) will be executed by the Bank within the time limits specified in the Terms and Conditions after the Negotiated Deposit terms and conditions listed in § 14(2) have been agreed and confirmed during a phone call and provided that the Customer has met the obligation specified in § 15(1) of the Terms and Conditions.
 4. In order to confirm the User's statement of will to open a Negotiated Deposit Account, the Bank will identify that User during the phone conversation as described in § 6 of the Terms and Conditions. In the case of failure of the Bank's phone identification system, an employee of the Central Unit will identify the User by asking additional questions in accordance with § 6(2)(5) of the Terms and Conditions.
 5. The Instructions related to opening Negotiated Deposit Accounts which are placed by the User by 18.00 on a Bank Business Day will be executed by the Bank on the same day.

§ 15

Common terms and conditions for the execution of Instructions to open Negotiated Deposit Accounts placed with the Advisor and the Central Unit

1. The Customer undertakes to ensure that the balance of funds in the Customer's Settlement Account maintained by the Bank is sufficient to execute the Instruction. The required funds have to be provided by 18.00 of the day when the Instruction is placed.
2. If the funds in the Settlement Account indicated in an Instruction to open a Negotiated Deposit Account are lower than the amount of the Negotiated Deposit specified in that Instruction, the Bank will not execute the User's Instruction. The Bank will notify the User of the fact on the next business day by sending an email to the email address of the User who placed the Instruction, as specified in Appendix 1 to the Agreement.

3. The Negotiated Deposit Account will be credited with the funds debited by the Bank from one of the Settlement Accounts held by the Customer with the Bank at the moment of placing the Instruction. The User is required to indicate a Settlement Account from which the funds should be debited to execute the Instruction. The indicated Settlement Account has to be maintained in the same currency as the Negotiated Deposit Account.
4. The day on which the Bank executes the Instruction to open a Negotiated Deposit Account will be regarded as the day of opening the Negotiated Deposit Account and the first day of the contractual period.
5. The Customer authorises the Bank to debit the Customer's Settlement Account maintained by the Bank and indicated by the User in the Instruction with the amounts of Negotiated Deposits specified in the Instruction.
6. After the end of the contractual period, the funds from the Negotiated Deposit Account will be transferred to the Customer's Settlement Account in the Bank specified by the User. The Bank will not transfer the funds from the Negotiated Deposit Account to a Settlement Account which is not held by the Customer or to an account in another bank.
7. The Bank will not execute the Instruction if:
 - 1) the Instruction does not meet the conditions specified in the Terms and Conditions;
 - 2) the Customer has not provided the sufficient funds to execute the Instruction as specified in § 15(1) above.
8. Interest on the funds in Negotiated Deposit Accounts is accrued on the rules specified in the *Terms and conditions for business accounts*.

Chapter 8

Specific terms and conditions for the execution of Instructions to issue a new Payment Card

§ 16

1. After a successful identification, the Phone Service User can place an Instruction to issue a new Card during a phone call.
2. The Phone Service User will grant a power of attorney to make Card Transactions charged to the Customer's Settlement Account to the Card User whose identification data are provided during the phone call. The power of attorney has to include the User's waiver of any right to

revoke it, effective until the Card is returned to the Bank or cancelled. The power of attorney expires upon the termination or expiry of the Payment Card agreement. The Phone Service User undertakes to notify the Card User of granting a power of attorney to use the Card.

3. If the Phone Service User places an Instruction to issue a new Card, the Phone Service User will have to provide the Bank with the following identification data of the Card User during a phone call: the PESEL number (or, in the case of non-residents, the date of birth) and the phone number.
4. The Instruction to issue a Payment Card will be executed only if, during a phone call initiated by the Bank, the Card User agrees to use a Card issued to the Customer's Settlement Account and if the Card User's data have been successfully verified. If the Card User's data cannot be verified, the Card will not be issued as specified in § 16(3)–(4) until the Card User is fully identified by an Advisor at a Bank Branch.
5. The Phone Service User undertakes to provide the Card User with the *Terms and conditions for payment cards for business customers* before the Card User starts to use the Card.
6. The Phone Service User undertakes to inform the Card User about the method that will be used to deliver the Card PIN.
7. At the User's request, the following documents will be sent to the User's email address specified in Appendix 1 to the Agreement before accepting the Instruction to issue the Card (i.e. before entering into a Payment Card agreement):
 - 1) the Payment Card agreement together with a statement on withdrawal from the Payment Card agreement;
 - 2) the *Terms and conditions for payment cards for business customers*;
 - 3) the *Schedule of fees and charges collected by Santander Bank Polska S.A. for banking services provided to business customers*.

The User will represent during a phone call that they have received the documents listed in § 16(7) above in due time before entering into the Card agreement.

The Card User will represent during a phone call that they have received and read the documents listed in § 16(7) above. The Card User will represent that they undertake to comply with the *Terms and conditions for payment cards for business customers*.

8. If the Instruction placed by phone has been accepted and all conditions specified in the Terms and Conditions have been met, the Payment Card agreement is deemed made.

Chapter 9

Specific terms and conditions for the execution of Instructions to grant an authorisation to make cash deposits to the Customer's Settlement Account

§ 17

1. After a successful identification, the Phone Service User can place an Instruction during a phone call to grant a third party an authorisation to make cash deposits to the Customer's Settlement Account.
2. The User specifies the person to be authorised to make cash deposits to the Customer's Settlement Account. The Bank will collect the fee for deposits from the Customer's Settlement Account indicated in the authorisation.
3. The identification data of the authorised person, including their name and surname, PESEL number, identity document number and residence address, are provided during a phone conversation with the User.
4. The Bank will recognise the authorisation granted during the phone conversation once the authorised person has been successfully identified and verified at a Bank Branch based on that person's identity document.
5. The authorisation will expire when it is revoked by the Customer or the User.

Chapter 10

Instruction execution confirmation

§ 18

1. In connection with entering into the Agreement and for the purpose of its performance, the Customer agrees to make statements of will on banking operations to the Bank in electronic form, receive such statements of will from the Bank in electronic form and have documents related to banking operations drawn up on electronic media, i.e. in accordance with Article 7 of the Polish Banking Law Act, which, in accordance with the said Article, is regarded as written form.
2. The Customer's inquiries about **category A rights** can be made during phone conversations. The Bank will respond to them by phone using the Central Unit's phone number.
3. Instructions related to **category B rights** will be confirmed in the following manner:

- 1) Instructions to open a Term Deposit Account with a standard interest rate will be confirmed by sending the confirmation to the User's email address or to the User's inbox in the Electronic Banking Services;
- 2) Instructions to open a Negotiated Deposit Account will be confirmed by sending the confirmation to the User's email address or to the User's inbox in the Electronic Banking Services;
- 3) Instructions to close a Term Deposit Account/ Negotiated Deposit Account or to cancel the service of automated opening of overnight deposit accounts and transfer the funds from the Term Deposit Account/ Negotiated Deposit Account to the Customer's Settlement Account in the Bank will be confirmed by the Bank by sending a relevant notification to the email address of the User who placed the Instruction or to the User's inbox in the Electronic Banking Services;
- 4) Instructions to activate the service of automated opening of overnight deposit accounts will be confirmed by sending the confirmation to the User's email address or to the User's inbox in the Electronic Banking Services.
4. Instructions related to **category C rights** will be confirmed in the following manner:
 - 1) Instructions to open another Settlement Account or VAT Account will be confirmed by sending the confirmation to the User's email address or to the User's inbox in the Electronic Banking Services;
 - 2) Instructions to change VAT Accounts linked to Settlement Accounts will be confirmed by sending the confirmation to the User's email address or to the User's inbox in the Electronic Banking Services;
 - 3) Instructions to change the data provided for the Customer's Settlement Account/ VAT Account/ Customer folder which can be modified without submitting any documents by the Customer, for example: to change the frequency of sending account statements, to change the channel used to send account statements, to change the correspondence address, to update contact details, will be executed by the Bank without a confirmation in writing;
 - 4) Instructions to update the data on countries where the Customer has tax liabilities will be executed by the Bank without a confirmation in writing;
- 5) Instructions to change the address of the Customer's registered office and to change the Customer's business name will be executed by the Bank without a confirmation in writing;
- 6) Instructions to terminate an agreement on a single Settlement Account or to close a VAT Account with a zero balance (provided that it is not the Customer's only Settlement Account or only VAT Account in the Bank) will be confirmed by sending a relevant notification to the email address of the User who placed the Instruction or to the User's inbox in the Electronic Banking Services.
5. Instructions related to **category D rights** will be confirmed in the following manner:
 - 1) Instructions to convert currency and repost transactions between the Customer's Settlement Accounts in the Bank will be executed by the Bank without a confirmation;
 - 2) Instructions to block/ unblock funds in Settlement Accounts and Term Deposit Accounts will be confirmed by the Bank by sending the notification to the email address of the User who has placed the Instruction or to the User's inbox in the Electronic Banking Services.
6. Instructions related to **category E rights** will be confirmed in the following manner:
 - 1) Instructions to change the terms and conditions for using the Payment Card/ Charge Card as follows: to change the limits listed in Appendix 1 to the *Terms and conditions for payment cards for business customers*, to issue a new PIN, to renew a Card early, to cancel a Card, to change the option of generating individual and collective lists or to modify the address type with regard to addresses provided to the Bank will be executed by the Bank without a confirmation in writing;
 - 2) the execution of Instructions to issue a new Card, to change the Card spending limit and to terminate a Payment Card agreement will be confirmed by sending a confirmation in writing to the Customer's correspondence address and to the User's email address or to the User's inbox in the Electronic Banking Services;
 - 3) if the Bank refuses to issue a new Payment Card, it will send a notification about the refusal to the Phone Service User's email address.
7. Instructions related to **category F rights** will be confirmed in the following manner:
 - 1) Instructions to change the terms and conditions for using the Electronic Banking Services as follows: to block the Electronic Banking Services, to block an iBiznes24/ Moja Firma plus/ Mini Firma User, to remove an iBiznes24/ Moja Firma plus/ Mini Firma User, to issue a new PIN, to block/ unblock an authorisation tool, to remove an authorisation tool, to change the business name displayed in the Electronic Banking Services, to change the account from which the Electronic Banking Services fees are debited will be executed by the Bank without a confirmation in writing;
 - 2) Instructions to change the terms and conditions for using the iBiznes24 Electronic Banking Service as follows: to add an iBiznes24 User, to issue a new authorisation tool for the iBiznes24 Electronic Banking Service, to grant the administrator rights, to grant authorisation for the Settlement Account or VAT Account (applies to the iBiznes24 and Moja Firma plus Electronic Banking Services), to change the value of the limit for transfers via Electronic Banking Services will be confirmed by the Bank by sending a notification to the email address of the User who placed the Instruction or to the User's inbox in the Electronic Banking Services.
8. Instructions related to **category G rights** will be confirmed in the following manner:
 - 1) Instructions to make the history of the accounts/ copies of statements for the accounts maintained by the Bank for the Customer available to the Customer on paper or in electronic form or to issue a transfer confirmation for the Customer's Settlement Account will be confirmed by sending the requested data in writing to the Customer's correspondence address, to the User's email address or to the User's inbox in the Electronic Banking Services, as specified in the User's instruction placed by phone;
 - 2) Instructions to issue a Certificate for the Customer's accounts maintained by the Bank will be confirmed by sending the requested data in writing to the Customer's correspondence address, to the User's email address or to the User's inbox in the Electronic Banking Services.

- Banking Services, as specified in the User's Instruction placed by phone;
- 3) Instructions to prepare a Certificate for the Auditor are executed by the Bank by sending the requested Certificate in writing to the auditor's address provided by the Customer or to the Customer's correspondence address, as specified in the Customer's written Instruction;
 - 4) Instructions placed by phone or by email to notify the Bank in advance of a cash withdrawal at a Bank Branch from the Customer's Settlement Accounts maintained by the Bank will be executed by the Bank without a confirmation in writing;
 - 5) clarifications concerning domestic and international payments will be provided by phone or sent to the User's email address or to the User's inbox in the Electronic Banking Services, as specified in the User's Instruction;
 - 6) Instructions placed by phone or by email to order blank cheques will be executed by the Bank without a confirmation in writing;
 - 7) Instructions to grant/ revoke an authorisation to make deposits to the Customer's Settlement Account will be confirmed by sending the confirmation to the User's email address or to the User's inbox in the Electronic Banking Services.

Chapter 11 Agreement termination § 19

1. Each of the parties can terminate the Agreement with a 30-day notice period provided that the Bank will be able to terminate the Agreement in this manner only if it discontinues the provision of the Phone Service to all or selected Customers.
2. The Bank can terminate this Agreement with immediate effect (without a notice period) only on substantive grounds, in particular if:
 - 1) the Customer or the User has violated the provisions of the Agreement (in particular those referring to the provision of the Phone Service) or other stipulations representing an integral part of the Agreement;
 - 2) the Bank is no longer able to perform the Agreement as a result of changes in the law;

- 3) the Bank has become unable to perform its obligations arising from the Polish Act on the prevention of money laundering and terrorism financing of 1 March 2018 or the Customer or the User has violated that Act;
 - 4) there is a justified suspicion that the Phone Service is used to conduct illegal operations;
 - 5) there is a justified suspicion that the Customer or the User has committed a criminal offence;
 - 6) it has been found out that the personal data or information in documents provided by the Customer to the Bank are inaccurate;
 - 7) the Customer has been put on the Polish Financial Supervision Authority's list of public warnings kept on the basis of Article 6b(1) of the Polish Financial Market Supervision Act of 21 July 2006 or on a public warning list of a financial supervision body from another country.
3. Unless the parties to the Agreement decide otherwise, termination of the Agreement will not result in the expiry of agreements on specific products and services made by means of the Phone Service. Those products and services will continue to be provided on the agreed terms and conditions.
 4. The Agreement is terminated on the day when the last bank account held by the Customer is closed.

Chapter 12 Complaints § 20

1. The Customer, the Phone Service User and the Card User can file a complaint:
 - 1) orally: in person at a Bank outlet or over the phone;
 - 2) on paper: mailed to the address of the Bank's registered office or a Bank outlet or submitted in person at a Bank outlet;
 - 3) electronically: by means of the complaint form available on the Bank's website;
 - 4) to the Bank's address for electronic deliveries referred to in the Polish Electronic Delivery Act of 18 November 2020 (if the address has been registered in the database of electronic addresses). The information about the Bank's address for electronic deliveries will be published on the Bank's website at <https://www.santander.pl/adres-do-edoreczen> promptly after the Bank registers the address.

2. The relevant addresses and phone numbers of the Bank are available at Bank outlets and on the Bank's website (www.santander.pl).
3. Complaints about non-executed or defectively executed Instructions should be made by the Customer within 14 days of the day of identifying that the Instruction has not been executed or has been executed defectively, in particular of the day of receiving the confirmation.
4. In the course of complaint proceedings, the parties will re-establish the conditions of the relevant Instruction based on and in accordance with the statements of will made by the Bank and the Customer/ User during recorded phone calls. If any discrepancies between the User's statement of will and the phone recording are identified, the Bank will make adequate adjustments and provide the Customer with a confirmation specifying the changes made in the Instruction conditions.
5. Depending on the subject of the complaint and the Customer's, Phone Service User's or Card User's choice, the response to the complaint will be sent in a letter, in a text message or in a message to the User's inbox in Electronic Banking Services. The response will be sent without undue delay, i.e.:
 - 1) in the case of complaints about payment services specified in Article 3 of the PSA (e.g. executing payment transactions or issuing payment instruments), the response will be sent within 15 business days of receipt of the complaint. In particularly complex cases which make it impossible to process the complaint and respond to it within 15 business days, the time limit can be extended to a maximum of 35 business days provided that the Bank has explained the reasons for the delay to the Customer and pointed out the circumstances that need to be clarified;
 - 2) in all other cases, the response will be sent within 30 days of receipt of the complaint. In particularly complex cases which make it impossible to process the complaint and respond to it within 30 days, the time limit can be extended to a maximum of 60 days provided the reasons for the delay have been explained to the Customer, Phone Service User or Card User and the circumstances that need to be clarified have been pointed out.

6. The detailed information on filing complaints and processing complaints by the Bank is available on the Bank's website (www.santander.pl) and at Bank outlets.

Chapter 13
Final provisions

§ 21

1. The Customer, Users and Card Users undertake to use the Phone Service in accordance with the provisions of the Agreement together with appendices, the Terms and Conditions, Regulations and other stipulations representing an integral part of the Agreement as well as in accordance with generally applicable laws. The Customer is fully liable for any actions and omissions of Phone Service Users and Card Users in this regard.
2. The Bank will communicate changes to these Terms and Conditions:
 - 1) by means of the Inbox: to the Customers using the Electronic Banking Service with the Inbox functionality, or
 - 2) by including the wording of changes in the Account statements or by attaching the wording to the said statements: to all other Customers, or
 - 3) in writing, in a separate communication..
3. Unless the Customer terminates the Agreement within 14 days of the day when the Bank informs the Customer about the changes in the manner specified in the *Terms and conditions for business accounts*, the changes will be deemed accepted.
4. The relevant provisions of the *Terms and conditions for payment cards for business customers*, *Rules for using the iBiznes24 electronic banking service*, *Moja Firma plus electronic banking terms and conditions* and *Mini Firma electronic banking terms and conditions* will apply to all matters not regulated by these Terms and Conditions.
5. The Bank and the Customer will communicate in Polish.
6. The Bank is supervised by Komisja Nadzoru Finansowego (Polish Financial Supervision Authority).