

**THE REGULATIONS FOR THE CREDIT SERVICES  
OF RAIFFEISEN BANK POLSKA S.A.**

Dated 1 January 2017

These Regulations for the Credit Services for Entrepreneurs ("**Regulations**") have been issued by Raiffeisen Bank Polska SA with its seat in Warsaw on the basis of art. 109 par. 1 point 2 of the Banking Act of 29 August 1997 (Journal of Laws no. 140, item 939, subsequently amended) in connection with art. 384 of the Civil Code, and applies to credits, loans, and other risk-bearing products granted by the Bank for the purpose of engaging in business.

**§ 1. DEFINITIONS AND INTERPRETATIONS**

The terms utilized in these Regulations shall have the following definitions:

<b>"Bank"</b>	means Raiffeisen Bank Polska S.A. with its registered office in Warsaw;
<b>"Date of Final Repayment"</b>	means the day set forth in the Agreement as the final day for the total repayment of a Credit, or any other day as defined in Par. 13 or Par. 14.2 (d) of the Regulations;
<b>"Working Day"</b>	means a day on which the Bank is open for the business covered by these Regulations and, if the currency of the Risk-Bearing Product is not PLN, also a day on which banks with their registered offices in the capital of the chief country of a given currency are open for business;
<b>"Date of Availability"</b>	means the day on which, or as of which, depending on the situation, a Credit may be utilized by the Borrower;
<b>"Date of Enforceability"</b>	means the day after the day on which the Borrower is obliged under the terms of the Agreement to repay the amount of the Credit, or interest, or commissions, or any other amount due to the Bank;
<b>"Dispositions"</b>	means a payment order, Credit payment order, Credit Repayment Order, request (instruction) to open a Letter of Credit, request (instruction) to issue a Guarantee, request (instruction) to conclude a forward transaction or other derivative transaction, application for the issue of banking cards, request to finance receivables (within factoring financing facility) and any other statement resulting in the use of the granted Credit;
<b>"EURIBOR"</b>	means the rate of interest offered in EURO on the interbank market, published on the EURIBOR page in the <i>Reuter Monitor Money Rates Service</i> at 11.00 hours local time, whereas the rate cannot be negative (below 0)- in this case it assumes the value of 0;
<b>"Credit"</b>	means in particular an Overdraft, Revolving credit. Non-revolving credit or Liability limit agreement;

<b>“Borrower”</b>	means the Applicant to whom the Bank has granted a Credit and who signed an Agreement with the Bank;
<b>“Non-Revolver Credit”</b>	means a credit granted for a period set forth in the Agreement, with a fixed repayment schedule. Once the Credit has been utilized within its Period of Credit Utilization, there is no possibility of making use of the repaid portion of the Credit;
<b>“Revolver Credit”</b>	means a renewable Credit granted for a period set forth in the Agreement. Any payment of the outstanding debt increases the amount of available Credit funds by the amount of the repayment. Repayment the debt may be made at discretionary times A Credit may be utilized many times within its Period of Credit Use
<b>“Overdraft”</b>	means a renewable Credit granted for a period set forth in the Agreement, recorded in the Borrower’s current account and enabling him to debit his bank account up to the amount of the Credit. Each inflow of funds to the current Account reduces the amount of the Borrower’s debt under the Overdraft The Overdraft may be drawn many times within its Period of Credit Use;
<b>“Bank Rate”</b>	means the currency buying or selling rate, as appropriate, effective at the Bank on the day on which the Bank performs the conversion;
<b>“LIBOR”</b>	means the rate of interest on deposits in various currencies on the London interbank market, published in the <i>Reuter Monitor Money Rates Service</i> page under the name LIBOR01 and LIBOR02 at 11.00 hours London time, whereas the rate cannot be negative (below 0)- in this case it assumes the value of 0;
<b>“Liability limit agreement”</b>	means an Agreement whereby the Bank grants the Borrower one or more Credits and/or other Risk-Bearing Products, excluding the Non-revolving Credit ;
<b>“Period of Credit Utilization”</b>	means the period of time between the Date of Availability or another date set forth in the Agreement, and the final date on which the Borrower may utilize the Credit set forth in the Agreement;
<b>“Period of Validity of Reference Rate”</b>	means the period in which a fixed reference rate applies. This period depends on the type of reference rate set forth in the Agreement on which the interest on the Credit is based;
<b>“Period of Credit ”</b>	means the period beginning with the date on which the Agreement comes into force until the date of complete repayment of the Credit;
<b>“Interest Period”</b>	means the period set forth in the Agreement or Regulations in which interest is calculated on the amount

of the Credit utilized and outstanding at a given moment in time;

**“Declaration of Submission to Enforcement Procedure”**

means submission to enforcement procedure by means of notarial deed under art. 777 of the Code of Civil Procedure, in accordance with the rules contained in a given Agreement;

**“Tax”**

means tax, stamp duty, social collateral contribution or other similar liability (including all penalties or interest payable for a failure to discharge the aforementioned payment obligations or for a delay in doing so);

**“Credit Withdrawal/Repayment Order”**

means an order by the Borrower according to the draft appended to individual credit agreements – except for an Overdraft – whose proper submission to a Bank is an irrevocable instruction to pay funds out of the amount of the Credit or repay the Credit;

**“Banking Act”**

means the Banking Act of 29 August 1997 (Journal of Laws no. 140 item 939, subsequently amended), together with the executive regulations thereto and any other legal instrument which amends or replaces it;

**“Foreign Currency Act”**

means the Foreign Currency Act of 27 July 2002 (Journal of laws no. 141 item 1178 subsequently amended) together with the executive regulations thereto and any other legal instrument which amends or replaces it;

**“Risk-Bearing Products”**

means any service involving a credit risk, rendered by the Bank on the basis of these Regulations or separate regulations governing a product, general terms and conditions for a group of products, mandate, disposition, application or individual agreement for the provision of services connected with a specific product, within the limit of the Bank’s engagement agreed upon with a given Borrower, including:

- (i) The granting of Credits;
- (ii) The issue of Guarantees;
- (iii) The issue and confirmation of Letters of Credit;
- (iv) The conclusion of forward contracts or other derivative transactions;
- (v) The conclusion of factoring transactions with recourse to the Borrower;
- (vi) The conclusion of agreements for the discount of the bills of exchange pertaining to or provided by the Borrower;
- (vii) The guarantee of the Borrower’s bills of exchange by the Bank.

<b>“Subject of Collateral”</b>	means real estate, a property, or a right which has been encumbered as a collateral for the repayment of the Borrower’s liabilities towards the Bank under the terms of the Agreement;
<b>“Sanction Regulations”</b>	means regulations issued by Poland, European Union and the United States of America, containing orders and bans prohibiting certain activities as well as lists of persons and entities with which cooperation is prohibited;
<b>“Event of Default”</b>	means any of the cases mentioned in Par. 14 of these Regulations;
<b>“Current Account”</b>	means a Borrower’s account, open and held by the Bank on the basis of an agreement and under the terms of the Regulations for Opening and Maintaining Bank Accounts and Deposits at Raiffeisen Bank Polska S.A. Current Account is, as well understood as each auxiliary account to Current Account, from which Banks receivables are repaid;
<b>“Tranche”</b>	means any amount paid out of the Credit to the Borrower under the provisions of the Regulations and Agreement;
<b>“Agreement”</b>	means an Agreement on an Overdraft, Revolving Credit, Non-Revolving Credit, Liability limit agreement, or any Dispositions by the Borrower with respect to Risk-Bearing Products;
<b>“Currency of Credit”</b>	means the currency set forth in the Agreement or Disposition in which the Borrowers individual liabilities are booked;
<b>“Currency of Agreement”</b>	means the currency set forth in the Agreement in which the upper limit of the Borrower’s possible liabilities under the provisions of the Agreement is expressed;
<b>“WIBOR”</b>	means the interest rate on deposits offered on the interbank market in PLN, expressing the interest rate at which banks are likely to issue loans to other banks. It is published on the WIBOR page of the Reuters service at 11.00 hours local time, whereas the rate cannot be negative (below 0)- in this case it assumes the value of 0;
<b>“Applicant”</b>	means an entrepreneur conducting the business on the basis of binding legislation and who is applying for the granting of a Credit or Risk-Bearing Product;
<b>“Creditworthiness”</b>	means the ability to repay a Credit, together with interest and commissions, within the time limits set forth in the Agreement, as well as an ability to discharge other liabilities connected with the Bank’s provision of services involving a credit risk – Risk-Bearing Products;
<b>“Obligor”</b>	means the Borrower, guarantor or third person who has established a mortgage, pledge, or other type of

collateral or collaterals for the repayment of the Bank's receivables under the Agreement, or another person whose property serves as collateral or who is otherwise responsible for the repayment of the Borrower's liabilities towards the Bank under the Agreement.

## **§ 2. GENERAL PROVISIONS**

1. A Credit may be granted in PLN, EUR, USD or other convertible currency agreed upon with the Bank for the purpose of financing investments or the Borrower's current business operations. If the bank agrees, the Credit may be paid out in PLN or in another convertible currency specified by the Borrower in his Disposition. An amount paid out in a currency other than the Currency of Credit shall be converted by the Bank according to the Bank Rate.
2. Depending on the manner of utilization of the Credit and the terms of repayment, the Bank will grant, but not limited to, the following types of credits:
  - (a) Overdraft;
  - (b) Revolving Credit;
  - (c) Non-Revolving Credit
  - (d) Liability Limit Agreement.
3. The Bank shall make the granting of a credit dependent on the Borrower's creditworthiness and on the submission by the Borrower of the documents, information and declarations required to assess this creditworthiness or required under the terms of the law in force, the Agreement or these Regulations. On each occasion, the Bank shall inform the Borrower of the documents, information and declarations which the Borrower must submit to the Bank in connection with his application for a Credit.
4. A positive credit rating of the Borrower does not place the Bank under an obligation to grant a Credit. The Bank reserves the right to deny a Credit without giving a reason. The Bank shall not be liable for the expenses incurred by the Borrower in connection with preparing and submitting his application for a Credit.
5. As a condition for receiving a Credit, the Applicant must open a Bank Account at the Bank and conduct his financial settlements through this Account.
6. The Borrower is obliged to enable the Bank to carry out actions connected with assessing his financial and economic situation and monitor the use and repayment of the Credit at any time within a period of the Agreement.
7. Dispositions by the Borrower, except for Credit Withdrawal Order and payment orders, must be signed each time in accordance with the Borrower's representations set forth in the relevant legal documents in the Bank's possession

## **§ 3. AGREEMENT**

1. The Bank grants a Credit on the basis of an Agreement concluded between the Bank and the Borrower, in which the Bank undertakes to place at the Borrower's disposal a specified amount of funds for the period of time set forth in the Agreement, to be utilized for the purpose set forth therein, and the Borrower undertakes to use these funds under the terms and conditions set forth in the Agreement; and to repay the amount of the Credit utilized,

together with all due interest, commissions, fees and Bank expenses connected with the granting of the Credit, at the times and in the manner set forth in these Regulations and in the Agreement, and to discharge all other obligations under the Agreement.

2. To be valid, an Agreement must be concluded in writing. To be valid, any changes or additions to it must also be in writing.
3. An Agreement is signed by the persons duly authorised to enter into property liabilities on the Borrower's behalf.

#### **§ 4. AVAILABILITY OF CREDIT**

1. Unless the Agreement states otherwise, the Borrower is authorised to utilise the Credit on the date on which all the following conditions are fulfilled to the Bank's satisfaction, in particular:
  - (a) opening of a Current Account at the Bank;
  - (b) receipt by the Bank of all the commissions and fees due to it up to the Date of Availability of the Credit and the reimbursement of all the expenses incurred by the Bank;
  - (c) receipt by the Bank of copies of resolutions by the Borrower's relevant governing bodies, approving the conclusion and performance of an Agreement by the Borrower, as well as documents certifying the permission and approval required for the Borrower's conclusion and performance of the Agreement;
  - (d) establishment by the Borrower of the collaterals set forth in the Agreement, and receipt by the Bank of the transcripts of resolutions issued by appropriate governing bodies of the Obligor containing the consent for establishing the above mentioned collaterals (if such consent will be required by commonly binding law regulations and/or by the Agreement);
  - (e) detailed terms and conditions set forth in the Agreement.
2. The Bank's obligation to pay out funds from the Credit expires on the last Working Day of the Period of Credit Utilization.
3. The Bank is not obliged to make payments out of the Credit if an Event of Default occurs.
4. The Credit is made available on the basis of a Borrower's Disposition up to the amount of the Credit granted. The Borrower undertakes to provide the Bank with payment orders no later than 11.30 hours. Dispositions placed after 11.30 hours shall be realized on the following Working Day (this also applies to the first utilization of the Credit in the Current Account for a purpose other than on-going business operations). The above rules do not apply to an Overdraft whose utilization occurs by means of fulfilling the Borrower's payment orders debited to the Current Account where the hours by which the dispositions are accepted as set forth in the "Rules of fulfilling the dispositions of Business Entities at Raiffeisen Bank Polska S.A." apply.
5. In the case of utilization of the Credit, the Borrower undertakes to notify the Bank in writing about the Credit Withdrawal Orders in amount exceeding PLN 10.000.000, or the equivalent thereof, two Working Days prior to the intended utilization of the Credit. If payment of the Credit is to be in a currency other than the Currency of the Credit, the Borrower shall submit a payment mandate for the purchase of foreign currency by 11.30 hours two Working days before the intended use of the Credit.

6. The Credit in a foreign currency utilized in a currency other than the currency of the Credit shall be converted to the Currency of the Credit according to the purchase rate of the currency of Credit effective at the Bank on the date on which the currency purchase order is placed.
7. Credit Withdrawal Orders should be placed on each occasion in one of the following ways:
  - according to the draft of Credit Withdrawal Order and signed in conformity with the Borrower's Specimen Signature Card which the Bank maintains for the Current Account held at the Bank and which is valid on the subsequent dates on which the Credit is utilized, or
  - according to the draft of the Credit Withdrawal Order and signed in conformity with the Borrower's representation set forth in the relevant legal documents in the Bank's possession.
8. Dispositions sent to the Bank by fax must on each occasion be marked with a telegraphic key assigned to the Borrower by the Bank to the Current Account.
9. The Bank reserves the right to refuse to execute a Disposition from the Borrower if:
  - (a) this would result in the Credit being made available in breach of any of the terms of the Agreement that was concluded on the basis of these Regulations;
  - (b) there is any circumstance which justifies the Bank's termination of any Agreement concluded on the basis of these Regulations, or the Disposition would be carried out after the final date of the use of the Credit set forth in the Agreement;
  - (c) the Disposition reaches the Bank during the period of notice of termination of the Agreement or any Agreement concluded on the basis of these Regulations;
  - (d) the Disposition does not conform to the terms of these Regulations and/or Agreement;
  - (e) the conditions for the granting of a Credit set forth in the Agreement have not been fulfilled;
  - (f) in Bank's opinion the Borrower submitted untrue documents, declarations, information.
10. The Bank shall not be liable for the effects of an incorrectly prepared Disposition delivered to the Bank.
11. The Bank shall charge a fee for performing a Credit Withdrawal Order placed at the Bank in paper form in the amount of the fee for a domestic transfer in PLN or an international transfer delivered in paper form (depending on the currency in which the Credit is utilized). The value of the fee is set forth in the Table of Fees and Commissions for Business Entities at Raiffeisen Bank Polska S.A.
12. All costs and commissions connected with the performance of the Disposition shall be borne by the Borrower.
13. During the Term of Credit Use, the Borrower is entitled to make withdrawals from the Credit in accordance with rules and aims specified in the Agreement on the basis of submitted Orders of Withdrawal from Credit, maximally to the amount of the available limit, with the exception of Overdraft facility, in which the use of Credit occurs through the execution of the Borrower's payments orders debiting the Current Account. Order of a withdrawal from the Credit may not be revoked by the Borrower and constitutes his/her irrevocable obligation to use the Credit in accordance with details specified in the Order. If the Borrower indicates in a withdrawal order an amount higher than the available limit, the withdrawal shall be made to the amount of the

available limit without the necessity to submit a correct payment order, unless the Borrower, informed by the Bank about the situation, expresses his/her disagreement before the withdrawal is made and submits a correctly completed withdrawal order.

14. Should it not be possible to provide a Tranche in the currency requested by the Borrower in the Credit Withdrawal Order (due to a market collapse or other reasons), the Tranche shall not be paid out. The Bank shall endeavour to contact the Borrower in order to establish a different currency in which the Tranche may be paid out.
15. If, as a result of changes in currency exchange rates, the equivalent of the Borrower's outstanding liabilities under the Credit exceeds the amount of the Credit, the Borrower shall repay the excess amount no later than the following day.

## **§ 5. DECLARATIONS BY THE BORROWER**

1. By concluding the Agreement, the Borrower declares and warrants to the Bank that, to the best of his knowledge and belief, on the date of conclusion of the Agreement:
  - (a) all approvals and permission necessary for the conclusion and performance of the Agreement had been obtained and that the Agreement is a legally valid, binding, enforceable obligation by the Borrower vis-a-vis which the Bank may take action under the terms of the Agreement;
  - (b) no Event of Default or justified risk thereof shall occur as a result of a utilization of the Credit under the terms of the Agreement;
  - (c) no unfavourable change has occurred to the Borrower's financial situation;
  - (d) the Borrower is in no arrears with the payment of any Taxes and there are no claims against the Borrower of which the Bank has not been informed;
  - (e) the Borrower:
    - (i) has not filed for bankruptcy, nor has any third party filed for his bankruptcy,
    - (ii) has not suspended payment of the whole of or part of his debts, nor has he declared an intention to do so, nor admitted that he is unable to pay his debts within their payment deadline and in consequence thereof has commenced talks with his creditor or creditors on a refinancing or rescheduling of his debts,
    - (iii) has not filed for composition or remedial proceedings.
  - (f) No court, arbitration or administrative proceedings are in force against the Borrower, nor is there any threat of such proceedings:
    - (i) which could have a significant negative impact on the Borrower's legal status, financial situation or operating results or his ability to discharge his commitments under this Agreement;
    - (ii) which may have a negative impact on the legality, validity and enforceability of the terms of the Agreement;
  - (g) All written information provided to the Bank by the Borrower in connection with the Agreement and all documents provided to the Bank in connection with the Agreement are true and complete, and faithfully reflect the Borrower's legal status and financial situation, and the Borrower is not aware of any other significant facts or circumstances which have



not been disclosed to the Bank and which, if revealed, could have a negative effect on the Bank's decision to make the Credit available to the Borrower;

(h) The Borrower irrevocably waives all claims for deductions and the possibility of deducting any claims vis-a-vis the Bank from his liabilities towards the Bank resulting from concluded Agreements, and;

(i) The signing of this Agreement is not contrary to, or violate:

(i) a court or administrative decision by which the Borrower is bound, or

(ii) any agreement to which the Borrower is a party or to which he is in any way bound.

2. The Borrower declares that he acknowledges the fact that Credits in foreign currencies, apart from the interest rate risk, generate an exchange risk for the Borrower. In case of appreciation of the foreign currency the costs of servicing the Credit increase for the Borrower. The Borrower also declares that he acknowledges the fact that it is possible to hedge the Credit in a foreign currency against the exchange risk in order to minimize the impact of exchange rate fluctuations on the enterprise's business activity and that hedging instruments are available, thanks to which the losses resulting from the adverse changes in the exchange rates may be partially reduced or even completely eliminated.

#### **§ 6. INTEREST, COMMISSIONS, FEES AND A REIMBURSEMENT OF BANK COSTS**

1. The Bank shall charge interest on the amount of Credit utilized and outstanding up to the amount set forth in the Agreement. The interest shall be calculated in the Currency of Credit from the date of first payment of the Credit to the Date of Final Repayment (exclusive of that day), according to:

(a) a variable rate of interest set by the Bank on the basis of the WIBOR, EURIBOR or LIBOR rate, as appropriate, or other reference rates depending on the Currency of ;

(b) a fixed rate of interest binding throughout the Period of Credit, the amount of which is set forth in the Agreement.

2. A change to the reference rate of the variable rate of interest does not constitute an amendment to the Agreement.

3. The application of a variable rate of interest shall automatically cause a change to the interest on the Credit in relation to the change in the reference rate. The variable rate of interest is calculated by adding the Bank's margin to the updated amount of the reference rate.

4. Should it not be possible to establish the WIBOR, LIBOR or EURIBOR or another reference rate for a given Interest Period, the Bank and Borrower shall agree on a different manner of establishing the interest rate. If, within three Working Days of the date on which the Borrower receives a notification from the Bank telling him it is impossible to establish a suitable reference rate, no other basis of calculating interest is agreed upon, the Bank shall itself establish such a rate on the basis of the quotations of the four leading banks on the national market of the Currency of Credit.

5. The interest on Credits shall be calculated on the daily debit balances and shall be payable:

(c) for Overdraft – on the first calendar day of the following month,

- (d) Revolving Credit and Non-revolving Credit – on the last Working Day of the given month or, accordingly, depending on the length of the Period of Interest, for instance, quarter or six-month period.
- 6. Unless the Agreement specifies otherwise, Periods of Interest:
  - (a) for an Overdraft are one month, and the first Period of Interest commences on the date of first utilization of the Credit and lasts until the final calendar day of the month (including that day). Subsequent Periods of Interest begin on the first calendar day of the following month and last until the final calendar day of that month (including that day);
  - (b) for a Revolving or Non-Revolving Credit are one month, whereby the first Period of Interest begins on the day of first utilization of the Credit and lasts until the final Working Day of a given month (excluding that day). Subsequent Periods of Interest begin on the final Working Day of the Month and last until the final Working day of the following month (excluding that day);
  - (c) for a Non-Revolving Credit, a three month or six month period can also be applied, depending on the Agreement. The first Period of Interest begins on the day of first utilization of the Credit and lasts until the final Working Day of a given quarter or six-month period (excluding that day). Subsequent Periods of Interest begin on the final Working Day of the quarter or six-month period and last until the final Working Day of the following quarter or six-month period (excluding that day).
- 7. Unless the Agreement states otherwise, the Borrower's Current Account with the Bank shall be debited with interest accrued on the Revolving Credit and Non-revolving Credit up to the amount of the balance, and as regards the Overdraft, the Current Account shall be debited regardless of the amount of the balance.
- 8. Regardless of whether the Credit rate of interest set forth in the Agreement is fixed or variable, should the Bank be obliged to create, deduct or maintain special provisions, funds, deposits or other charges resulting from the granting of Credits, opening of Letters of Credit, issue of Bank Guarantees or conclusion of forward contracts or other Risk-Bearing Products as a result of any amendment to the law in force during the validity of an Agreement, the Bank shall be entitled to alter the margin of interest and commissions and the manner of calculating them in proportion to the effects of the amendment to the law. Such changes shall take effect on the day specified by the Bank, according to the day on which the aforementioned changes to the law took effect, without the need to conclude an Annex to the Agreement.
- 9. Following the prior agreement with the Bank, the Borrower shall cover all justified costs and expenses incurred by the Bank, including remuneration for legal consultants connected with preparation and conclusion of the Agreement. The amounts due to the Bank as a result of the aforementioned costs incurred by the Bank will be expressed in the currency in which the costs were incurred. The Borrower also undertakes to cover all the costs connected with the process of recovery of overdue receivables arising out of the Agreement being conducted by means of court proceedings.
- 10. In the event of a failure to repay the whole of or part of the Credit or other amount due to the bank within the deadline set forth in the Agreement, the Bank shall regard this as an overdue debt as of the next day after the date of maturity.
- 11. On each enforceable and unpaid amount of utilized Credit, commission and fee, and on reimbursement of the costs set forth in the Agreement, the Bank shall collect interest on

overdue debt for the period between the Day of Enforceability and the date of complete repayment of the Credit, commission and fee or reimbursement of the costs set forth in the Agreement in the amounts specified in the Table of percentage rates for business entities in Raiffeisen Bank Polska S.A announced in the Bank premises ("Table"). The interest rate on overdue debt shall be equal to the double amount of statutory interest on late payment. The Bank may reduce the interest rate on overdue debt, indicating the reduction level in the Table. The statutory interest rate on late payment shall be determined pursuant to the rules specified in the Civil Code (the sum of NBP reference rate and 5.5 percentage points). The statutory interest on late payment is subject to change when the Minister of Justice announces the new rate of statutory interest on late payment by means of a notice (in the Official Gazette of the Republic of Poland "Monitor Polski"). The interest on overdue debt shall be calculated on the daily debit balances basis (with the assumption of 360 days in the year). The Bank may determine the interest on (some categories of) overdue debt in the Table under different rules than the rules indicated above, but the interest rate on overdue debt may not be higher than double statutory interest on late payment.

12. The Bank may collect the following fees and commissions for granting a Credit:

- (a) a front-end fee – payable for preparing the Agreement and for making the Credit available, calculated on the amount of the Credit regardless of the utilization of the Credit, due on the Date of Availability of the Credit, unless the parties include other provisions in this regard in the Agreement, payable one-off in advance no later than on the day of first utilization of the Credit. Lack of collection of the fee within the above-indicated deadline shall not rule out the Bank's right to charge the fee at a later date. The fee shall be collected subject to the provisions on the front-end fee.
- (b) a front-end fee – payable in case of the Borrower's resignation from the Credit after the Agreement had been concluded or following a failure to meet the criteria for making the Credit available as set forth in the Agreement within 12 months of conclusion of the Agreement. The Bank shall have the right to collect a fee in the amount corresponding to front-end fee if it summons the Borrower in writing to pay the said fee. The deadline for paying the fee shall ensue from the written summons addressed to the Borrower to pay the fee. Should this fee be collected, the Bank shall not collect the front-end fee;
- (c) a commission for early repayment - calculated on the amount of Credit repaid prior to the date set forth in the Agreement and payable no later as the early repayment;
- (d) a commission for an amendment to the terms and conditions of the Agreement at the Borrower's request – calculated on the amount of Credit, payable on terms and by the dates set forth in the annex amending the Agreement;
- (e) (a commission for waiving the whole of or part of the amount of the Credit – calculated on the amount of the Credit waived and payable on the day on which the whole of or part of the Credit is cancelled;
- (f) a commitment commission – calculated on the unused portion of the Credit, for each day of non-use, starting with the Date of Availability of the Credit to the end of the Period of Use, whose minimum value is set forth in the Agreement. The commitment commission shall be collected for monthly periods, every time on the last day of the month, where:

- if the last day of the month falls on a Working Day during the period from Monday to Thursday, the commission shall be collected on the last day of the given month, including the day of the collection;

- if the last Working Day of the month falls on a Friday, the commission shall be collected on the last day of the month, taking into account the subsequent non-working days of the following month (until the first Working Day of the following month);

- if the last day of the month falls on a day other than a Working Day, the commission shall be collected on the first Working Day of the following month, including the day of the collection.

(g) Administrative commission due to Credit management. The amount of commission is 0.0615% of total Borrower's debt in accordance with the amount at the end of the quarter that the commission concerns. The commission will be paid on a quarterly basis throughout the entire term of the Agreement. Failure to collect the commission within the aforementioned period shall not affect the Bank's right to collect it at a later date. The amount of the commission will be charged to the current account specified in the Agreement. In the event there are no sufficient funds in the Borrower's bank account, the Bank shall charge its commission to the Borrower's current account regardless of the balance therein. If this results in a negative balance in the Borrower's current account, the Bank shall charge and collect interest in the amount (for debit balance) specified by the Bank in the Table of Interest Rates for Business Entities at Raiffeisen Bank Polska S.A. published in the form of announcements at the Bank's.

(h) other fees and commissions set forth in the Agreement.

13. The type and amount of collected commissions are set forth in the Agreement with a reservation of provisions concerning administrative commission and preparatory fee (12 b), the amount and rules of which result from the Regulations. If a commission is not collected on time, this does not release the Borrower from the obligation to pay it.
14. Commissions are not refundable if the Credit is not utilized.
15. Unless the Agreement specifies otherwise and subject to point 12 letter g above, all commissions, fees and costs of establishing, changing, releasing collaterals securing the repayment of the debt payable to the Bank shall be collected from any and all bank accounts of the Borrower held by the Bank. In the first place the Bank shall debit the Borrower's Current Account, in case of insufficient funds in the Borrower's bank accounts, the Bank shall collect the commissions, fees and aforementioned costs from the Borrower's Current Account, regardless of the balance in that account. Should this Current Account be overdrawn, the Bank shall charge and collect interest in the amount (for overdraft balance) specified by the Bank in the Table of Interest Rates for Business Entities at Raiffeisen Bank Polska S.A. published in the form of announcements at the Bank's .

## **§ 7. OBLIGATIONS OF THE BORROWER**

1. By signing the Agreement, the Borrower undertakes – from the date of conclusion of the Agreement until the date of discharge of all his obligations under the Agreement - to:
  - (a) undertake all actions to maintain his legal status and engage in his business in compliance with the rules of law in force, and in particular to obtain and renew all permits, licenses and concessions necessary for him to engage in his business;
  - (b) obtain and renew, and provide to the Bank forthwith, certified copies of all authorisations, certifications, permits, licences, exemptions, registrations, entries, applications and notarial deeds which may be required or desirable in order to guarantee the validity or enforceability of his obligations and of the Bank's rights under or in connection with the Agreement;

- (c) not to issue authorisation to third parties to use his current account at the Bank without the Bank's written permission;
- (d) not to assign any rights under bank account agreements, Subject of Collateral these rights, or otherwise effect restrictions on the disposal of accounts in favour of third parties, without the Bank's written permission;
- (e) immediately notify the Bank of any events of which he is aware which result in ownership or capital changes to the company, as well as any other organisational and economic changes of which he is aware which are likely to or have a significant impact on his legal, financial or economic situation, as well as any change of address, statistical number or tax identification number;
- (f) insure his assets to the extent and to an amount that complies with the standards accepted in a given branch of the economy, and maintain the continuity of the insurance of his assets or those of another Obligor, especially those assets which serve as collateral for the Credit;
- (g) properly maintain the enterprise's accounting records and reports, and arrange annual audits of the financial statements by independent auditors in accordance with the law in force;
- (h) permit the Bank to control his assets and liabilities;
- (i) discharge all his Tax liabilities punctually;
- (j) beyond the scope of his ordinary business – not to dispose of, rent, lease or otherwise dispose of, nor encumber, any important component of his assets as a collateral for the claims of third parties;
- (k) immediately notify the Bank of any significant changes in his economic, financial or legal situation; changes to his governing bodies, the start of execution, composition, liquidation or bankruptcy proceedings against him or a Obligor, and any occurrences which cause or may cause a threat to the punctual repayment of the Credit, interest due, commissions, fees and Bank expenses incurred in connection with the granting of the Credit;
- (l) provide the Bank, within 20 calendar days of the end of every calendar quarter, with the following documents:
  - (i) form F-01 (profit and loss account), and if the Borrower is not obliged to prepare this account, information on the results of his operations in a form agreed upon with the Bank;
  - (ii) balance sheet, income statement, cash flow statement if the Borrower is obliged to draw up these reports. Documents for the fourth quarter of the given financial year should be provided by the 20<sup>th</sup> day of the second month following the given financial year;
- (m) provide the Bank with all documents, information and reports concerning him and/or the Obligor which the Bank may require, in particular:
  - (i) a certificate from the Tax Office certifying that there are no tax arrears (every quarter);
  - (ii) a complete financial statement together with the auditor's opinion and a full report on the audit if an audit of the financial statements is required under the relevant terms of the law – annually, within 6 months of the end of the given financial year;

- (iii) consolidated data together with the auditor's opinion and report if there is an obligation to draw them up under the relevant terms of the law;
  - (iv) a certificate from the Social Insurance Establishment certifying that there are no arrears with contributions (every quarter),
  - (v) a current extract from the Commercial Court Register or other appropriate register (in the event of any change to its contents) and copies of applications to make changes to this register,
  - (vi) information on any difficulties which might jeopardise an adherence to the terms of the Agreement,
  - (vii) information on an intended change to his ownership or legal status and/or that of another Obligor,
  - (viii) information on any credits acquired by him, limits granted for the opening of letters of credit and guarantees, issued guaranties, and other important balance sheet or off-balance sheet liabilities,
  - (ix) any other periodic information and documents which the Bank may reasonably require in connection with the Agreement or which are essential in order to assess the current financial and economic situation of the Borrower or another Obligor.
- (n) bear liability for the preservation of objects and property rights which constitute the Subject of Collateral in favour of the Bank in a proper, undeteriorated condition which enables the Bank to use them in order to satisfy its claims;
  - (o) immediately notify the bank of any Event of Default or a situation likely to cause a cause an Event of Default;
  - (p) not to alter significantly the objects of this business activity which existed at the moment of signing of the Agreement;
2. The Bank may assign the whole of or part of enforceable claims under this Agreement to another entity, and the Borrower agrees to disclose to the purchaser all documents and information relating to the Borrower and the Agreement.
  3. The Borrower waives the right to transfer his claims under the Agreement to a third party without the Bank's prior written permission.

## **§ 8. COLLATERAL FOR THE REPAYMENT OF THE CREDIT**

1. The Borrower is obliged to provide the collateral set forth in the Agreement for the repayment of the Credit.
2. All costs connected with establishing, maintaining, changing, assessing present legal state and releasing the collateral shall be borne by the Borrower or other Obligor. The above mentioned costs are understood in particular as: court fees, stamp duties, notary fees from authorisations (including notary fees for the confirming consistency with original of photocopied documents).
3. The Bank reserves the right to make use of the established collateral in any order it wishes.
4. The Bank reserves the right to demand additional collateral for the Credit, and the Borrower undertakes to establish it forthwith and bear the costs connected with this, if, in the Bank's opinion:
  - (a) the full and timely repayment of the Borrower's liabilities towards the Bank is in jeopardy;

- (b) the value of the established collateral has diminished or is likely to diminish;
  - (c) any circumstance arises which justifies the termination of the Agreement by the Bank.
5. The establishment of collateral for the repayment of a Credit means the delivery to the Bank of a suitable document, satisfactory to the Bank, confirming a legally effective establishment of collateral on/or the transfer to the Bank [a person indicated by the Bank] of a Subject of Collateral, appropriate to the type of collateral or the provisions of the relevant agreements.
  6. After receiving notification from competent court about mortgage establishment as collateral for repayment of receivables under the Agreement, the Bank is authorized to apply to court for the excerpt from land and mortgage registry for the encumbered property (rights) . The Bank is irrevocably authorized to debit to Borrower's Current Account for the costs of the obtaining of the above mentioned excerpt and costs regarding the assessment of present legal status of other collaterals (without separate Disposition of the Borrower). In case of lack of funds available in the Borrower's Current Account , the Bank may debit other Borrower's accounts held by the Bank to recover those costs.

### **§9. CURRENCY CHANGE**

Unless the Agreement states otherwise, change of the Credit's currency may occur at the Borrower's written request submitted to the Bank two Working Days before the planned currency conversion by 11:30 at the latest, subject to sec. 4 par. 7 of the Regulations.

### **§ 10. REPAYMENT OF CREDIT AND OTHER AMOUNTS DUE**

1. The Credit and interest due, together with commissions, fees and other amounts due to the Bank under the terms of the Agreement, shall be paid by debiting the Borrower's bank account set forth in the Agreement.
2. The Borrower shall ensure that there are sufficient funds in his relevant account with the Bank to completely cover his liabilities under the Agreement 1 [one] Working Day before the Day of Enforceability.
3. The date of payment shall be deemed to be the date on which the Borrower's account with the Bank is debited from the due amount.
4. The Borrower may pay the amounts due to the Bank under the terms of the Agreement either in PLN or in any other convertible currency. If the Borrower intends to pay the amounts due in a currency other than that in which they have been calculated, he should notify the Bank of this and indicate the currency of payment no later than two Working days prior to the date on which payment is due, by 11:30 hours. The Bank shall calculate the amount of repayment according to the buying rate of the Credit repayment currency and selling rate of the Credit currency binding at the Bank on the date of payment.
5. All amounts enforceable under the Agreement on a day which is not a Working Day shall be enforceable on the following Working Day.

### **§ 11. DEDUCTIONS**

1. The Bank is entitled to deduct its receivables under this Agreement, together with all the Borrower's enforceable and unenforceable debts towards the Bank, regardless of the place of payment, the Branch which is carrying out the transaction, or the currency. If the deducted receivables are in various currencies, the Bank may, for the purpose of deduction, convert any of the receivables according to the Bank Rate.

2. All the Borrower's payments under the Agreement shall be made in whole, without any deductions. If, on the basis of legal regulations, it is necessary to deduct amounts from the total amounts due to the Bank under the terms of the Agreement, the Borrower shall balance out the amounts due to the Bank in such a way that after the deduction have been made, the Bank receives the total amount it is due. By concluding the Agreement, the Borrower waives his right, set forth in art. 498 §1 of the Civil Code, to deduct his own claims towards the Bank from the Bank's claims resulting from the Agreement.

## **§ 12. ORDER OF BOOKING BY THE BANK OF ACQUIRED AMOUNTS**

All amounts acquired by the Bank from the Borrower in connection with the Agreement or as a result of execution or bankruptcy proceedings or other actions undertaken to recover amounts of money due to the Bank, shall be booked by the Bank towards its enforceable receivables in the following order:

- (a) costs incurred by the Bank;
- (b) fees and commissions;
- (c) interest for delay;
- (d) interest;
- (e) principal (amount of unrepaid Credit or Risk-Bearing Product).

## **§ 13. EARLY REPAYMENT**

1. The Borrower is entitled to repay the whole or part of the Credit early, notifying the Bank of such an intention no later than by 11.30 hours two Working Days before the date of the planned early repayment indicated in the notification or the Credit Repayment Order. Such notification or Credit Repayment Order is unconditional and irrevocable. At the same time as making early repayment, the Borrower shall pay the Bank all the interest, commissions, fees and expenses due in connection with the Credit. Should the amount (including all the interest, commissions, fees and expenses due in connection with the Credit) indicated in the notification not be paid on time, the amount covered by the early repayment shall become an enforceable obligation.
2. Notifications or Orders constituting Early Credit Repayment Orders should, on each occasion, signed in one of the following ways:
  - in conformity with the Borrower's Specimen Signature Card which the Bank maintains for the Current Account held at the Bank and which is valid on the subsequent dates on which the Credit is utilized, or
  - in conformity with the Borrower's representation set forth in the relevant legal documents in the Bank's possession.

## **§ 14. EVENTS OF DEFAULT**

1. The Bank may consider any of the following Events of Default:
  - (a) the Credit is not utilized in accordance with its purpose;
  - (b) the Borrower or other Obligor fails to pay punctually any amount due to the Bank under the Agreement in its Date of Enforceability;
  - (c) the Borrower or other Obligor has not performed or improperly performed any other liability under the Agreement or other agreements connected with the Agreement;
  - (d) any representation or warranty made by the Borrower or other Obligor under the Agreement or in a document submitted or delivered to the Bank in connection with the Agreement or information provided by an Obligor in connection with such a document turns out to be false or significantly incomplete at the moment of their submission, or



the documents provided by the Borrower on whose basis the Credit was issued are false or incomplete;

- (e) the Borrower's assets or those of another Obligor [including the Subject of Collateral] have been seized, including for the purpose of satisfying the claims of a third party, and during the period of time indicated by the Bank this collateral has not been lifted or the Borrower's or Obligor's creditor has been granted an enforcement title on the basis of which he be able to secure the encumbered assets of the Borrower or other Obligor, or will be entitled to pursue his claims under execution from real estate, or property, or any assets possessing a significant material value;
- (f) the Borrower has suspended payment of his debts in whole or in part, has announced an intention of doing so, or has admitted that is incapable of paying his debts by the Date of Enforceability, or on account of financial difficulties has commenced talks with one or more creditors in order to refinance or reschedule his debts;
- (g) bankruptcy, remedial or liquidation proceedings have been commenced against the Borrower or other Obligor;
- (h) execution proceedings have been commenced against the Borrower's assets which, in the Bank's opinion, might prevent the timely repayment of all the Borrower's liabilities towards the Bank under the Agreement;
- (i) court or administrative proceedings have been commenced against the Borrower which, in the bank's opinion, might jeopardise the Borrower's financial condition or existence;
- (j) the Agreement is, or becomes, void or non-conformant with the law, or the performance by the Borrower or Obligor of their liabilities under the Agreement or under a document associated with the Agreement becomes non-conformant with the law;
- (k) the Borrower's or other Obligor's economic, legal or financial situation deteriorates in relation to the situation known to the Bank at the moment of conclusion of the Agreement, or their development prospects deteriorate, or another event occurs which, in the Bank's opinion, might jeopardise the Borrower's or Obligor's ability to repay punctually the amounts due to the Bank under the Agreement;
- (l) The Borrower's shares are sold without prior notification to the Bank, resulting in a change to the Borrower's controlling entity, or another kind of assuagement occurs, or a pledge is established, or shares are otherwise encumbered, or any other event occurs resulting in such a change;
- (m) the collateral for the repayment of the Credit becomes void or ineffective, or is revoked, or the entity that has set up the collateral questions his liability under the collateral;
- (n) any other event or circumstances have occurred which constitute a default of the Agreement by the Borrower, or the Borrower, or any entity controlled by him or controlling him, breaches any agreement concluded between them and the Bank, or any entity which controls or is controlled by the Bank;
- (o) the Borrower enters into Agreement whose terms are contrary to the terms of the Agreement and these Regulations, including any agreements with conditions more favourable for third parties than the conditions for the Bank resulting from the Agreement and/or Regulations;

- (p) significant changes occur to the nature, objects and form of the Borrower's or other Obligor's business without the Bank's knowledge and approval;
- (q) a credit agreement or similar agreement to which the Borrower is or shall be a party is terminated, or any liabilities due to an entity other than the Bank under the terms of such an agreement are not paid punctually;
- (r) a concession, permit, licence, or other similar decision on the basis of which the Borrower engages in business or a significant part thereof loses its validity;
- (s) the Borrower or Obligor fail to perform or improperly perform their duty to repay their liabilities to third parties, if the value of a non-performed or improperly performed liability is, in the Bank's opinion, important in order to assess the Borrower's Credit Rating;
- (t) the real value of any collateral acquired by the Bank has fallen, or the Borrower, or any third party who has provided the collateral, breaches any important terms of the agreement on the basis of which the collateral was established;
- (u) the Borrower fails to provide the Bank, on its demand, with additional collateral for the repayment of the Credit if, in the Bank's opinion, there is a danger that the Borrower's debt will not be paid fully or punctually, and/or any of the circumstances mentioned in Par. 14 point 1 of the Regulations occur;
- (v) the Borrower fails to discharge any financial obligation resulting from a lawful verdict by a court or other body entitled to issue enforceable decisions subject to execution by means of state resources;
- (w) in the Bank's opinion based on credible information in its possession, the Borrower violates the laws associated with counteracting money laundering, financing of terrorism, or the Bank learns, based on credible information, that the Borrower is using the Bank's operations to perform criminal acts or conduct activities associated with criminal acts.

2. If an Event of Default occurs, the Bank may, at its discretion:

- (a) withhold payment of the unpaid portion of the Credit or a part of this portion, and terminate with immediate effect the Borrower's right to withdraw funds from the Credit;
- (b) demand additional collateral for the repayment of liabilities under the Agreement by transferring funds to the Bank's account under the terms of article 102 of the Banking Act;
- (c) demand the presentation of a recovery programme within a specified deadline, and the realisation thereof after it has been approved by the Bank;
- (d) terminate the Agreement in whole or in part, with 30 days' notice - or 7 days' notice if the Bank detects a danger of the Borrower's insolvency – counting from the day on which notice of termination of the Agreement was delivered. The Borrower is obliged to repay the Credit, with interest, and with any other amounts due to the Bank under the terms of the Agreement, no later than by the last Working Day of the notice period;
- (e) in a situation where a part or the whole of the Credit has not been withdrawn, for serious reasons the Bank may reduce the amount of the Credit granted.

3. The Parties agree that the date of delivery of a notice of termination shall also be deemed to be the date of first certification of a registered letter that was not delivered and sent to the Borrower's latest address known to the Bank, or to an address disclosed in the register of entrepreneurs.
4. If the debt remains unpaid during the period of notice, it becomes an overdue debt on which the Bank shall collect interest under the terms of Par. 6 point 11 of the Regulations.
5. Termination of the Agreement entitles the Bank, on the day following the end of the notice period, to deduct its claims from all the Borrower's accounts held at the Bank, including term deposits, regardless the duration thereof. This does not apply to claims seized under of execution proceedings.

### **§ 15. EVIDENCE AND CALCULATIONS**

1. The accounting books held by the Bank in connection with the Agreement are decisive evidence of the facts to which they relate.
2. In the absence of obvious errors, any calculations by the Bank of the amount of interest or amounts set forth in the Agreement are decisive evidence of the matters to which they relate.

### **§ 16. NOTIFICATIONS**

1. Notifications between the Bank and the Borrower under or in connection with this Agreement shall be in writing and may be sent in the form of a letter, or by fax, or by electronic means.
2. Notifications made in compliance with point 1 above, but received on a day other than a Working Day or after the Bank's business hours, shall be deemed to be delivered on the following Working Day.
3. Notifications shall be sent to the addresses of the parties stated in the Agreement, or to any other address indicated by the Party with not less than seven (7) Working Days.
4. All notifications under or in connection with this Agreement shall be deemed delivered:
  - (a) on the date of delivery – if delivered by courier;
  - (b) on the date on which the recipient confirms effective transmission – if sent by fax or by electronic means;
  - (c) on the day of receipt of the letter or notice of delivery – if sent by registered mail or by mail with proof of delivery.
5. The Bank shall provide confirmations of changes in the interest rates (in case of Non-revolving Credits) to Borrowers who use the R-Online Biznes electronic banking system as well as periodical settlements of debt (in case of Revolving Credits) in the form of a contract (LD) only in the R-Online electronic banking system. The above confirmations and settlements shall be sent to Borrowers who do not use the R-Online Biznes electronic banking system in written form by a postal service.

### **§ 17. GOVERNING LAW AND ARBITRATION**

1. The Agreement shall be governed and construed in accordance with Polish law.
2. All disputes arising under or in connection with this Agreement shall be resolved by the court appropriate to the branch of the Bank which granted the Credit.

## § 18.

### DECLARATIONS REGARDING ENVIRONMENTAL PROTECTION

1. The Borrower hereby declares that to the best of his knowledge:
  - (a) he conducts the business, for which the Credit funds are allocated, in compliance with the applicable local and national regulations, EU laws, international conventions and international agreements (where Poland is a Party) governing environmental and social issues, including environmental protection, employment, occupational health and safety laws;
  - (b) the Borrower hereby declares that he has received and possesses all necessary permits required pursuant to the regulations regarding environmental and social issues in connection with his business operations;
  - (c) neither he, nor his business operations, nor his fixed assets are the subject of any dispute or action undertaken by any body of authority or third person to protect the environment, employment, occupational health and safety and social issues.
2. The Borrower is obliged to notify the Bank of every significant environmental and social event, particularly:
  - a. fatal accidents of employees in connection with Borrower's operations;
  - b. all cases of environmental harm as defined in the Act on the Protection of Nature.
3. The Bank has the right to require the Borrower to present the documents and information concerning compliance with environmental and social law, and to perform on-site inspection in order to assess the environmental and social operations.
4. The Bank cooperates with the entrepreneurs representing gaming industry only if the operation of such entrepreneurs is compliant with Polish law regulating this business activity.
5. The Bank represents that the Credit cannot be used to finance:
  - a) construction of nuclear power plants, operation of such plants and their operators (contractors);
  - b) transactions connected with military materials, weapon and other military equipment (including equipment used for internal repression or aggression toward other countries) trade with countries that are involved in current or expected military conflicts or are politically unstable;
  - c) operations of entrepreneurs producing military equipment and weapons;
  - d) directly or indirectly, transactions, projects or parties involved in forced labour (including slave and child labour);
  - e) transactions or projects that can have permanent negative influence on the environment.

The Bank has the right to terminate the Agreement in the case of serious breach of the applicable laws regulating environmental and social issues.

## **§ 19. REGULATIONS CONCERNING IMPOSED SANCTIONS**

### **Declarations and assurances of the Borrower:**

The Borrower declares and assures the Bank that as at the day this Agreement is concluded and as at the day each Disposition is placed:

(a) the Borrower, (other Obligors) and his/their subsidiaries or parent companies, his/their undertakings, members of his/their governing bodies, remain in conformity with the Sanction Regulations

b) none of the entities listed under letter (a) above:

(i) is an entity covered by the Sanction Regulations or is participating in a transaction due to which he may be considered, with high probability, to be an entity covered by sanctions; or

(ii) is subject to or is participating in proceedings or investigation being conducted against him/them in connection with the Sanction Regulations and has been or is evading or avoiding the Sanction Regulations.

The Borrower also undertakes that until the moment all of the Bank's receivables are repaid, funds obtained from any Risk-Bearing Product shall not be either directly or indirectly available for the entity covered by sanctions (ensuing from the Sanction Regulations) and shall not be used by the entity covered by sanctions to obtain benefits.

### **Making available and using a Risk-Bearing Product**

The Bank shall not be liable for losses arisen as a result of a delay, refusal, blockage or freezing of a Disposition or any payment, failure to return documents or other actions ensuing from the application of the Sanction Regulations by the Bank.

## **§ 20. MISCELLANEOUS PROVISIONS**

1. These Regulations constitute an integral part of the Agreement. In the event of any differences between the Regulations and the Agreement, the provisions of the Agreement shall prevail.
2. Any numbers of the accounts set forth in the Agreement may change in line with Bank decisions, of which the Borrower shall be informed in writing. Changes to account numbers do not constitute an amendment to the Agreement.
3. These Regulations have been prepared in the Polish language. If the Regulations are also prepared in English version, the Polish version shall prevail.
4. Should any of the provisions of the Regulations or Agreement or agreements on collateral cease to be valid, the remaining provisions shall remain binding for the Parties.
5. Should the Bank not perform any provision of the Agreement or Regulations, this shall not be taken to mean that the Bank has waived its rights under the provision in question.
6. Changes made by the Bank concerning par. 6 point. 8 do not require written form and may be effected by notifying the Borrower of their contents by means of a notice displayed at the Bank's registered office/branch.

7. The Borrower has the right to file a complaint. The rules for filing and handling complaints connected with execution of the Agreement are regulated by the Regulations on handling complaints filed by corporate customers at Raiffeisen Bank Polska S.A. which constitute an integral part of this Agreement. The Borrower hereby represents that he is familiar with the content of the Regulations on handling complaints filed by corporate customers at Raiffeisen Bank Polska S.A. He also confirms that the Bank provided him with this document. The Regulations on handling complaints filed by corporate customers at Raiffeisen Bank Polska S.A. are also available on the website of the Bank: [www.raiffeisen.com](http://www.raiffeisen.com)

### **§ 21. AMENDMENTS TO THE REGULATIONS**

1. Should the Bank introduce new regulations in lieu of these Regulations or amend individual provisions of the Regulations, the Bank shall send the Borrower the new regulations or the text of the amended provisions thereof.

Unless, within 14 days, the Borrower provides the Bank with a written declaration that he does not accept the new regulations or amendments to the Regulations, the new regulations or amendments to the Regulations shall be deemed to have been accepted by the Borrower and are henceforth binding upon the Bank and the Borrower.

2. Should the Borrower not accept the new regulations or amended regulations, he may repay early the entire outstanding amount of the Credit, without an obligation to pay the commission discussed in Par. 6.12 letter b).
3. These Regulations come into force as of 1 January 2017.