



Bank Polski

## RULES FOR MAKING CLOSED DEPOSITS AND WITHDRAWALS AND FOR HANDLING CASH CHANGE AT PKO BANK POLSKI S.A.

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### I. Glossary

1. **Bank** – PKO Bank Polski S.A.
2. **Business day** – a weekday from Monday to Friday, excluding public holidays
3. **Global limit on closed deposits** – the value of closed deposits that will be made available to the Client in a single day due to the closed deposits made on that day. The limit shall be renewed each calendar day.
4. **Schedule** – specifies dates for the collection of closed deposits/delivery of closed withdrawals by the Bank's Transport or the dates for the collection of closed withdrawals or delivery of deposits by the Client's Transport from/to the CMCTs.
5. **Change Schedule** – specifies fixed dates when the Client or a person authorised by the Client can collect Changed Cash from a Branch.
6. **Bank's Organisational Units** – the Bank's Branches or Cash Management Centre Teams (CMCTs) designated as places for making closed deposits/withdrawals or for Changing Cash.
7. **Client** – a holder of an account with the Bank with whom an Annex to the Bank Account Agreement has been concluded concerning closed deposits/withdrawals or Cash Change.
8. **Branch** – a Branch of PKO Bank Polski SA.
9. **Cash Change (Changing)** – a service consisting in changing the denomination of legal tender paid by the Client in the form of an open deposit into the legal tender of different denominations in accordance with the Client's instructions, which is then made available to the Client at a Branch in the form of an open or closed withdrawal and is collected by the Client or a person authorised by him/her without prior counting of the contents (in the case of the closed form). The Cash Change service is carried out outside the Client's account.
10. **Specification of an automatic deposit declaration** – a set of technical requirements concerning the method of preparing and submitting an automatic online closed deposit declaration (automatic B2B declaration), transmitted by the Client to the Bank in the form of a file, via a channel using a Secured File Transfer Protocol (SFTP), which requires the Client to sign an agreement on securing PGP electronic messaging and on setting up an SFTP secure channel, which is annexed to the Bank Account Agreement.
11. **Bank's Transport** – transport arranged by the Bank for the Client, on the basis of a Transport Agreement concluded between the Client and the Bank; however, in the case of transport to Mini CDMs, the transport is carried out on behalf of the Bank (Transport for the Bank) by the Transporting Entity that acts on the basis of an Outsourcing agreement for the provision of cash-in-transit services for the Client of Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna, concluded between the Bank and the Transporting Entity.
12. **Client's Transport** – transport carried out by the Transporting Entity, arranged by, and acting for and on behalf of the Client. The Client shall be liable to the Bank for the act or omission of the Transporting Entity acting on his/her behalf.
13. **Transporting Entity** – a qualified entity providing cash-in-transit services, acting on behalf of the Client (Client's Transport) or on behalf of the Bank (Bank's Transport, Transport for the Bank).
14. **Bank Account Agreement** – an agreement concluded between the Bank and the Client for the establishment and operation of the Client's current/auxiliary account with the Bank.
15. **Annex to the Bank Account Agreement** – a document concerning the provision of the services contemplated in these Rules, concluded between the Client and the Bank, specifying the type of closed deposits to be used by the Client, as well as whether (and on what conditions) the Client will use closed withdrawals and Cash Change.
16. **Transport Agreement** – an agreement concluded between the Client and the Bank, which serves for the Bank as the framework for arranging transport for the Client and sets out the rules for transport arrangement, in particular: the procedure for ordering and cancellation of a transport service, a list of the Client's sites covered by the transport service, the Bank's contact persons responsible for the service and a transport schedule.
17. **Lending for Use Agreement** – an agreement concluded between the Client (Lender) and the Bank to facilitate the provision of the service described in the Annex to the Bank Account Agreement concerning online deposits made to an Online depository owned by the Client and installed at the Client's sites. It sets out the parties' obligations and the rules under which the Bank's Transport shall operate Depositories at the Client's site.
18. **Depository** – a mechanical device that enables the depositing of cash to the Bank in the form of closed deposits. There exist mechanical, electronic and online Depositories.
19. **Mechanical depository** – enables depositors to deliver closed deposits but does not issue a confirmation of delivery made to the Depository; it is opened with a key and enables closed deposits to be made only on the basis of a deposit document accompanying the deposit package.
20. **Electronic depository** – enables depositors to deliver closed deposits and issues a confirmation of delivery made to the Depository; it enables closed deposits to be made only on the basis of a deposit document accompanying the deposit package.
21. **Online depository** – enables depositors to deliver close deposits, issues a confirmation of delivery and posts deposited amounts online once they have been declared. Deposits to an Online depository are made in the Bank's security envelopes. Deposits can be made to both the Bank's Online depositories and to those installed at the Client's site. A Client's site can be equipped with the Bank's Depositories (owned by the Bank) or the Client's Depositories (those that are funded by the Client and whose operation has been taken over by the Bank under the Lending for Use Agreement). The operation of the Online depositories at the Client's site is subject to an additional fee.
22. **Mini CDM** – a cash deposit machine owned by the Client, located at the Client's site, used for making closed online deposits in Polish currency (PLN) or foreign currency (EUR). The Mini CDM accepts banknotes that have been verified as genuine. Verified banknotes are deposited in sealed cassettes inside the device. Deposits are recorded online to the accounts indicated by the Client, upon delivery of a deposit file. The file is transferred to the Bank via a secure SFTP channel using PGP encrypted mail. The transfer of files, the loading of cassettes, the unloading of Mini CDMs and transport of cassettes from Mini CDMs to the Bank for the purpose of counting their contents is carried out by the Bank's Transport operating on the basis of an Outsourcing agreement for the provision of cash-in-transit services for the Client of Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna.
23. **Mobile device** – a telephone with an application belonging to the Transporting Entity, used as part of the service of accepting Cash online closed deposits from the Client,

24. **Safety package** – secure packaging for Cash, which cannot be opened without leaving traces of tampering, e.g. a plastic envelope with self-adhesive sealing bearing a unique alphanumeric identifier (security envelope), a Mini CDM cassette secured with at least one seal bearing a number complying with the cassette specification.
25. **Cash** – banknotes and coins.
26. **Closed deposit** – banknotes and coins deposited by the Client with the Bank in a Safety package that cannot be opened without leaving traces of tampering. There exist closed deposits recorded on the basis of a document or instruction (documented deposits) and online closed deposits.
27. **Closed deposit based on a document (documented deposit)** – a closed deposit recorded manually on the Client's account on the basis of a document attached to the deposit or to a security envelope labelled in accordance with the rules for deposit documents or on the basis of the Client's instruction.
28. **Online closed deposit** – a closed deposit recorded automatically on the Client's account on the basis of the Client's declaration made using an Online depository keypad, via a Mobile device, in electronic banking or in the form of a file (automatic B2B declaration or a deposit to a Mini CDM).
29. **Cash online closed deposit** – a closed deposit accepted at the Client's site by the Transporting Entity using a Mobile device.
30. **Closed withdrawal** – withdrawal of banknotes and coins from the Client's account, delivered to the Client in a Safety package with a specific denomination structure, collected by the Client or a person authorised by him/her without prior counting of the contents.
31. **Cash Management Centre Team (CMCT)** – the Bank's organisational unit including cash processing of closed deposits and withdrawals.

## II. General provisions

32. The services to be used by the Client under the Annex to the Bank Account Agreement shall be carried out by the Client himself/herself or by persons or entities designated by and acting on behalf of the Client, for whose acts or omissions the Client shall be liable as for his/her own acts or omissions.
33. The closed deposit and closed withdrawal service may be provided to the Client using the Bank's Transport, once the Client has concluded a Bank Transport Agreement with the Bank. A transport order instruction may be executed on the basis of an instruction submitted from time to time by the Client or at the dates resulting from the Schedule, as long as the Bank Transport Agreement so provides for.
34. The closed withdrawal and Cash Change service may be provided on the basis an instruction submitted from time to time by the Client or on the basis of the Schedule.
35. The services introduced in the Annex to the Bank Account Agreement shall be provided in the indicated Bank's Organisational Units, using the Online depositories indicated by the Client and, if a Bank Transport Agreement has been concluded – at the Client's sites indicated in the Bank Transport Agreement, subject to clause 36.
36. In the case of online closed deposits made to Client-owned Depositories or Mini CDMs, the service shall be provided at the Client's sites listed in the Annex to the Bank Account Agreement.
37. To facilitate the provision of the closed deposit service using the Client's Online depositories, it is necessary for the Bank and the Client to sign a Depository lending for use agreement.
38. Changes to the schedules and the Bank's Organisational Units/Client's sites in/at which the services introduced in the Annex to the Bank Account Agreement are to be performed need to be reported to and pre-approved by the Bank.
39. Changes to the Annex to the Bank Account Agreement shall be reported by the Client to the Bank at least 5 business days before the planned change, subject to clause 45.
40. In order to comply with the disclosure obligation under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, The Client shall provide, on behalf of the Bank, the persons designated by the Client to perform activities related to rendering of the services set out in the Annex to the Bank Account Agreement with a personal data processing notice and shall obtain from such persons confirmation that they have read and understood the notice, which is attached to the Annex to the Bank Account Agreement.
41. The Client's fulfilment of the obligation referred to in clause 40 is necessary to enable the persons designated by the Client to perform activities related to the services introduced in the Annex to the Bank Account Agreement.
42. The Client shall be obliged to present, at each written request of the Bank, a confirmation of his/her fulfilment of the obligation referred to in clause 40, within the time limit and in the manner agreed with the Bank.

## III. Cash-in-transit service carried by the Client's Transport with the right of enter the CMCT premises

43. Members of the escort of the Transporting Entity acting on behalf of the Client (Client's Transport) may enter the CMCT premises in order to deliver a closed deposit or collect a closed withdrawal on behalf of the Client provided that this is agreed in advance with the Bank and included in the Annex to the Bank Account Agreement and on condition that the Client submits to the Bank the following lists at least 3 business days (not including the date of submission) prior to the date on which the first deposit or withdrawal is to be made, subject to clause 44:
  - 1) a list of members of the escort of the Client's Transport who have been authorised by the Client to deliver a closed deposit/collect a withdrawal, containing the following details of each of the escort members:
    - a) surname and first name (in alphabetical order),
    - b) photograph,
    - c) personal ID (PESEL) number,
    - d) type, number and series of identity document,
    - e) identity card No or authorisation No or badge No,
    - f) specimen signature
 and
  - 2) a list of vehicles comprising the Client's Transport used for performing the cash-in-transit service that are to enter the CMCT premises, containing:
    - a) vehicle make,
    - b) vehicle body colour,
    - c) licence plate number,
    - d) company marking
44. The lists referred to in clause 43 (1) and (2) shall be drawn up on model forms received from the Bank in such a way as to allow correct identification, i.e. with clearly completed data, photographs and signatures of the escort members.
45. The submission and update of the lists referred to in clause 43 shall be notified to the Bank in writing at least 3 business days (not including the date of submission) prior to their effective date, in the manner set out in the Annex to the Bank Account Agreement, i.e. via the electronic banking system or by e-mail to: CZG.obsługa.pozagotówkowa@pkobp.pl.

46. The lists referred to in clause 43 shall become effective as soon as the Bank has accepted them, but no later than on the fourth business day following their submission to the Bank, unless the Bank objects to them and indicates the reason for non-acceptance. Should the Bank object to the lists provided by the Client, the lists previously provided and approved by the Bank shall apply.
47. In the event of an emergency where the authorisation of any person or vehicle placed on the list referred to in clause 43 is cancelled, the Client shall communicate the fact to the Bank and then update the lists in accordance with clause 45. The authorisation shall be effectively cancelled as soon as the Bank provides the Client, by e-mail, with an acknowledgement of receipt of the notification of cancellation of the authorisation.
48. Failure by the Client to submit the lists referred to in clause 43, or access by person(s) and/or vehicle(s) that is/are not on the lists approved by the Bank will prevent the Bank from collecting a closed deposit or handing over a closed withdrawal, and any resulting consequences shall be borne by the Client.

## CLOSED DEPOSITS

### IV. General rules – closed deposits

49. Closed deposits shall only be made in a Safety package, which cannot be opened without leaving visible traces of tampering, i.e. in a plastic envelope with self-adhesive sealing (the so called security envelope) bearing a unique alphanumeric identifier, or in the case of deposits made using Mini CDMs - in cassettes secured with at least one seal bearing a number complying with the cassette specification.
50. Closed deposits delivered in a security envelope shall be made in such a way that:
  - 1) the banknotes of all denominations are straightened out and wrapped with a paper or rubber band,
  - 2) coins of all denominations are bulked in transparent plastic bags,
  - 3) the banknote packs are separated from the coin packs (mixing coins and banknotes is not allowed),  
if a closed deposit is accompanied by a deposit statement detailing the denomination, number and value of the banknotes or coins contained therein, the Bank will be able to indicate, in a difference protocol, the denomination in which the difference was identified.
51. Closed deposits are recorded on the Client's accounts within the Global limit on closed deposits set for the Client individually in the Annex to the Bank Account Agreement.
52. If, on a given day, the total value of closed deposits made to the Client's account exceeds the amount of the Global limit on closed deposits, a cash amount blockade shall be established on the account on which the closed deposit was recorded in the amount of the difference between the transaction amount and the amount of the available daily Global limit on closed deposits. The blockade shall be effectively removed from the Client's account after the cash has been counted, but no later than on the business day following the date of the deposit.
53. If deposits are made in currencies other than PLN, the amount of the Global limit on closed deposits shall be reduced by the deposit amount converted into PLN at the average exchange rate of the National Bank of Poland (NBP) applicable on that day.
54. The Bank reserves the right to change the value of the Global limit on closed deposits in the course of the closed deposit service, after verifying the actual value of the funds paid in the form of closed deposits in the period of at least the last calendar month, on a single day, subject to clause 55.
55. The Bank has the right to:
  - 1) increase the Global limit on closed deposits if it is insufficient, which means that the actual value of funds paid in the form of closed deposits, on a single day, has exceeded or might have exceeded this limit; or
  - 2) reduce the Global limit on closed deposits, if:
    - a) it exceeds the Client's needs, which means that the maximum value of funds paid in the form of closed deposits on a single day during a contemplated period was at least 20% lower than the value of the granted Global limit on closed deposits,
    - b) it exceeds the value of the Client's average monthly sales revenue.
56. The Global limit on closed deposits shall be verified at least once every 12 months or at the Client's request. The new value of the limit shall correspond to the actual maximum value of funds paid to the Client's accounts in the form of closed deposits on a single day. If the limit is changed by the Bank, the Client shall be informed of the same in writing at least 7 days before the change enters into force.
57. In order to facilitate the verification referred to in clause 56, the Client shall provide, at the Bank's request, an up-to-date statement of revenues, costs, financial result and expenditure on fixed assets (in accordance with the current standard of Statistics Poland (GUS)) or current financial statements drawn up by the Client.
58. The basis for crediting funds from a closed deposit to the Client's account is a closed deposit amount declaration, which contains information on the deposit amount placed in a safety package. With regard to the declaration method, we distinguish between two types of deposits:
  - 1) document-based deposits (documented deposits), declared on the basis of a deposit document attached directly to the deposit package, or on the basis of the Client's instruction that, content-wise, meets the requirements for a deposit document as referred to in clause 62(1)(a) to (e),
  - 2) online closed deposits, whose amounts are declared electronically:
    - a) using an Online depository keypad, or
    - b) via electronic banking, or
    - c) on the basis of a file submitted to the Bank (automatic B2B declaration), or
    - d) in a file submitted by the Bank's Transport to the Bank (for deposits made using a Mini CDM)
    - e) on a Mobile device,
59. Closed deposits delivered to the Bank must not bear any signs of tampering with the safety package. If the safety package is damaged and the deposit is delivered directly to an employee of the Bank or a person acting on behalf of the Bank (Bank's Transport) the deposit will not be accepted.
60. Closed deposits may be collected from the Client's site by the Bank's Transport or received in a CMCT from the Client's Transport on the basis of the Schedule which, in the case of the Bank's Transport, is specified in the Bank Transport Agreement and, in the case of the Client's Transport, in the Annex to the Bank Account Agreement concerning closed deposits.

### V. Rules for making closed deposits recorded on the basis of a deposit document or the Client's instruction.

61. Closed deposits based on a deposit document or closed deposits delivered by the Client's Transport directly to the Bank's CMCTs shall be made at the Bank's Organisational Units indicated in the Annex to the Bank Account Agreement.
62. Closed cash deposits recorded on the basis of a deposit document shall be made according to the following rules of cash packing and forming:
  - 1) each deposit shall be accompanied by a deposit document attached: to the outside of a unit safety package - in the case of a unit deposit, or to the outside of a collective safety package - in the case of a collective deposit; the deposit document shall contain:
    - a) the name of the Client (payee),
    - b) the number of the account to which the closed deposit is being made (payee's account),
    - c) the currency and amount of the closed deposit, expressed in digits and in words,
    - d) the name/details of the depositor (payer),
    - e) a title of the closed deposit,

- f) in the case of a deposit made at a cash desk of the Bank's branch - signature of the person preparing or delivering the deposit
- 2) the unit safety package shall include the following information:
  - a) the name of the Client,
  - b) the currency and amount of closed deposit,
  - c) if the deposit contains more than 1000 coins, the word "COINS".
- 3) in the case of a collective deposit, i.e. that comprised of several partial deposits in unit safety packages, placed in a collective safety package, the collective package shall include the following information:
  - a) the name of the Client,
  - b) the total amount and currency of the deposit,
  - c) if the collective deposit contains more than 1000 coins, the word "COINS".
- 4) in the case of a collective deposit, the unit safety packages forming part of the collective deposit shall also bear individually assigned identification number of a given partial deposit.
- 5) in the case of a collective deposit, a list of partial deposits comprising the collective deposit shall be placed inside the safety package (unless the details of the partial deposits can be placed on the collective package); the list shall include the following information:
  - a) the individual identification number of the partial deposit referred to in sub-clause 4,
  - b) the amount and currency of the partial deposit,
 and the Client's name, total amount and currency of the cash being deposited.
63. If the Client or entities designated by the Client and acting on his/her behalf fail(s) to comply with the rules referred to in clause 62, the Bank shall:
  - 1) immediately inform the Client of any irregularities found,
  - 2) credit the Client's account with the closed deposit amount on the day and with the date of removal of the irregularity.
64. Document-based and instruction-based deposits shall be made:
  - 1) in the manner specified in the Annex to the Bank Account Agreement, i.e.:
    - a) at a cash desk of the Bank's branch, or
    - b) using an Electronic depository, or
    - c) using a Mechanical depository, or
    - d) using an Online depository without submitting an electronic declaration of the deposited amount, or
    - e) directly with a CMCT,
  - 2) if the Annex to the Bank Account Agreement provides for the use of the Bank's Transport service, document-based deposits shall be collected by the Transporting Entity from the Client's site,
  - 3) in the case of using the Client's Transport that is authorised to enter the CMCT premises, deposits shall be delivered directly to the CMCTs indicated in the Annex to the Bank Account Agreement.
65. Subject to clause 63, the Bank shall credit the amount declared on the deposit document attached to the closed deposit or in the instruction to the Client's account indicated in that document or instruction:
  - 1) on the day and with the date of making the closed deposit at a cash desk of the Bank's branch,
  - 2) no later than on the business day following the day on which the deposit is collected by the Bank's Transport, with the collection date indicated on the transport order instruction or resulting from the Schedule, if the Annex to the Bank Account Agreement concerning closed deposits provides for the use of a transport service arranged by the Bank,
  - 3) on the date of delivery of the deposit by the Client's Transport to a given CMCT,
  - 4) on the date of taking out the closed deposit from the depository, but no later than on the business day following the date of the deposit, with the date of:
    - a) dropping the deposit into a Depository - in the case of an Electronic or Online depository (in the case of a deposit not declared electronically - before dropping the deposit into an Online depository),
    - b) taking the deposit out of a Depository - in the case of a Mechanical or Online depository, if the package has not been properly scanned while being deposited.
66. In the case of a document-based or an instruction-based deposit made in a currency other than the account currency, dropped in an Electronic depository or collected from the Client by the Bank's Transport and recorded on the Client's account after the date of the drop or the date of collection, the deposit shall be recorded using retroactively the appropriate foreign exchange rates from the last exchange rate table prevailing in the Bank on the date of the drop or collection.

## **VI. Rules for making online closed deposits recorded on the basis of an electronic declaration (online closed deposits).**

67. Closed cash deposits recorded on the basis of an electronic declaration (online closed deposits) shall be made in security envelopes provided to the Client by the Bank, and in the case of deposits made using Mini CDMs - in cassettes secured with at least one seal bearing a number complying with the cassette specification.
68. Online closed deposits shall be dropped to Online depositories indicated by the Client in accordance with clause 86 or to the Mini CDMs indicated in the Annex to the bank Account Agreement, or online closed deposits shall be collected by the Transporting Entity from the Client's site (pursuant to the Transport Agreement).
69. The Client submits an electronic declaration of an online closed deposit in the manner set out in the Annex to the Bank Account Agreement on the basis of which the Bank records the amount on the Client's account.
70. The Client may submit the declaration referred to in clause 69:
  - 1) using an Online depository keypad, or
  - 2) via electronic banking, or
  - 3) in a file (automatic B2B declaration), or
  - 4) in a file submitted by the Bank's Transport to the Bank (for deposits to a Mini CDM),
  - 5) on a Mobile device, subject to clause 71.
71. If the declaration is submitted by means of a Mobile device, it is made when the Transporting Entity collects the deposit at the Client's site and in his/her presence, by having the Transporting Entity enter on the Mobile device the amount of the deposit indicated by the Client on the security envelope or on the document accompanying the deposit. The Client shall be responsible for errors in entering the deposit amount on the Mobile device.
72. A declaration of deposit via electronic banking and in the form of a file (automatic B2B declaration) shall be submitted at least 15 minutes before dropping a closed deposit into an Online depository or before its collection by the Transporting Entity, and in the case of deposits made using Mini CDMs the declaration shall be submitted in a file after each deposit, while a declaration via an Online depository keypad shall be made when the cash is being deposited to the Online depository.
73. In the case of incorrect declarations made via electronic banking, the Client should cancel the declarations and must not reuse the security envelope used for making the incorrect declaration.
74. If a deposit is not recorded automatically due to a malfunction or an error occurring during dropping the deposit into a Depository, the Bank will record the deposit provided that the deposit is accompanied by a deposit document/instruction or that the labelling of the security envelope containing the deposit features at least the elements specified in clause 62(1)(a) to (e), and, in the case of Mini CDMs - immediately upon delivery of a deposit file generated from the respective Mini CDM or after counting the contents of the cassettes from the respective Mini CDM
75. An online closed deposit must be dropped into an online Depository no later than 14 days from the date of making the declaration regarding this deposit via electronic banking; after this period, the declaration will be automatically cancelled.
76. Where the Annex to the Bank Account Agreement concerning closed deposits provides for the use of the Bank's Transport service, it is not possible to declare a deposit using a Depository keypad.

77. An electronic declaration for an online closed deposit must be submitted before it is handed over to the Transporting Entity, subject to clause 78.
78. A declaration in the form of a file shall be made in accordance with the Specification of an automatic deposit declaration stipulated by the Bank and, in the case of an automatic B2B declaration, shall be submitted before the deposit is dropped into the Depository.
79. Declaring a deposit using an Online depository keypad and depositing cash in an Online depository shall be done in accordance with the instructions on how to make closed deposits in an Online depository provided to the Client by the Bank and in accordance with the instructional video on how to use the Depository, which is available here: <https://www.pkobp.pl/obsługa-wrzutni>; in the case of deposits made using a Mini CDM, cash shall be deposited in accordance with the instructions provided to the Client by the Mini CDM vendor.
80. The submission of an electronic deposit declaration in the form of a file (automatic B2B declaration) requires setting up a secure data transfer channel (SFTP) between the Bank and the Client to be used for secure transfer of deposit declaration files. In order for the declaration files to be correctly processed by the Bank, they must comply with the Specification for automatic declaration of deposits, subject to clause 81.
81. In the case of deposits made using a Mini CDM, a secure data transfer channel (SFTP) and PGP mail encryption shall be established between the Bank and the Bank's Transport under an Outsourcing agreement for the provision of cash-in-transit services for the Client of Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna.
82. In the case of an automatic B2B declaration, each time the Bank receives a file from the Client, it will send a confirmation of the declaration in the manner set out in the Specification of an automatic deposit declaration, using a secure data transfer channel (SFTP) between the Client and the Bank.
83. Should the Client not receive the confirmation of the deposit declaration referred to in clause 82, the Client shall immediately contact the Bank.
84. Online closed deposits shall only be made in the currency of the account to which they are to be credited.
85. The Bank shall credit the Client's account with an amount declared electronically (subject to clause 52):
  - 1) in electronic banking or using the an Online depository keypad or in the form of a file (B2B auto-declaration), within 30 minutes of the time (hour and minute) of the cash being deposited in an Online depository or, in the event of a failure or force majeure, no later than on the business day following the day on which the deposit was made;
  - 2) and in the case of Cash online closed deposits, within 30 minutes of the time (hour and minute) of receipt of the closed deposit by the Transporting Entity or, in the event of a failure or force majeure, no later than on the business day following the day on which the deposit was made (i.e. the closed deposit was collected by the Transporting Entity),
  - 3) however, in the situation described in clause 74, the Bank shall post the deposit amount as soon as the deposit is taken out of the Depository, but no later than on the business day following the day on which the deposit is made,
  - 4) and in the case of deposits made using Mini CDMs, within 30 minutes of the time (hour and minute) of receipt of a deposit file generated from the respective Mini CDM.
86. In order to use the online closed deposit service, the Client shall at least 5 business days before the planned date of making the first deposit, provide the Bank with the following data necessary for setting parameters of the online closed deposit service:
  - 1) details of the persons who will be declaring online closed deposits or order security envelopes on behalf of the Client,
  - 2) details of the persons or entities who will be delivering deposits to an Online depository on behalf of the Client (only if the Client does not use the Bank's Transport), subject to clause 87.
  - 3) details of the Client's site from which deposits will be made,
  - 4) Online depositories selected by the Client to which deposits will be made from the Client's site (only if the Client does not use the Bank's Transport),
  - 5) the manner of submitting an electronic declaration for deposits made from the Client's site,
  - 6) details of the accounts to which deposits will be made,
  - 7) e-mail addresses and contact details of the persons who will be placing orders for security envelopes via e-mail, provided that the Client uses this form of ordering.
- in the case of deposits made using Mini CDMs:
  - 8) details of the location of the Mini CDMs with the corresponding accounts for handling deposits,
  - 9) e-mail addresses and contact details of persons who can be contacted by the Bank in matters relating to deposits made using Mini CDMs.
87. The Bank reserves the right to remove an Online depository user who has not actively deposited funds to an Online depository in the last 12 months. If this is the case, the card for the Online depository of the user being removed will be deactivated.
88. At any time during the term of the Annex to the Bank Account Agreement concerning closed deposits, the Client may change or supplement the information provided in accordance with clause 86, in particular by extending the scope of use of the online closed deposit service. To this end, it is required that the Client notify the Bank of the changes using electronic banking. The changes shall take effect within 5 business days from the date of being notified by the Client.
89. The Bank's security envelopes shall be delivered to the address indicated in the order, each time after the Bank receives from the Client or persons designated by him/her an order placed in accordance with clause 86(7) using the model provided by the Bank. An order for security envelopes shall be placed via the electronic banking system or transmitted in a properly secured e-mail message (e.g. with a password-protected file) sent from the e-mail addresses indicated by the Client in the Annex to the Bank Account Agreement, to the following address: **CBO.ZOM.Gdynia.PKOCASH@pkobp.pl**, on the form provided by the Bank.
90. The Client shall be liable for any damage resulting from his/her failing to adhere to the rules on making online closed deposits referred to in clauses 67- 84 and clause 86, and also in the event of his/her knowingly depositing cash in an Online depository that is out of order, of which the Client has been informed beforehand by the Bank.
91. If the conditions referred to in these Rules are not met, the Bank shall:
  - 1) immediately contact the Client to have the irregularities removed, as long as it is possible to identify the Client,
  - 2) credit the Client's account with the deposit amount on the day and with the date of removal of the irregularity.

## **VII. Rules for using Depositories/Mini CDMs**

92. If, in accordance with the Annex to the Bank Account Agreement concerning closed deposits, closed deposits are made to Mechanical, Electronic or Online depositories, the Bank shall make available to the Client the requisite number of Depository keys or access cards, with the exception of deposits made using Mini CDMs, in which case the Client shall himself/herself provide access to the devices for users who are to make deposits.
93. The Client undertakes:
  - 1) not to provide third parties with Depository access cards or keys, or PINs/logins for accessing Mini CDMs, except for entities designated by the Client and acting on his/her behalf,
  - 2) to immediately notify the Bank in the event of loss of a Depository access card or key made available by the Bank.
94. If a Depository access card or key made available by the Bank is lost, the Bank shall charge the Client with the costs of issuing a new Depository card or key.
95. In the case of Online depositories owned by the Client and installed at his/her site, if the Bank suffers damage as a result of the Client's non-performance or improper performance of his/her obligations under the Lending for Use Agreement and these Rules, rendering the delivery of deposits from the Client's Online depository impossible, the Bank shall declare a shortfall and proceed in accordance with the Procedure in the event of differences in a closed deposit set out in clauses 114-126 of these Rules.
96. In the case of Mini CDMs:
  - 1) the Client shall be fully responsible vis-à-vis the Bank for the Cash left in a device until the Cash is collected by the Bank's Transport. The Bank shall be entitled to claim from the Client the full amount of damage incurred by the Bank as a result of the difference between the declared amount of Cash and the actual value of funds transferred to the Bank,
  - 2) in the event of damage preventing the delivery of Mini CDM cassettes to the Bank, the Bank shall declare a shortfall and proceed in accordance with the Procedure in the event of differences in a closed deposit set out in clauses 114-126 of these Rules.

- 3) the Client shall provide his/her employees with PINs/logins for accessing Mini CDMs,
  - 4) the Client shall be responsible for the maintenance and technical condition of the Mini CDMs and shall replenish the paper on which deposit confirmations are printed.
97. Should there occur an incident causing damage to the Bank due to the loss, misplacement or destruction of Cash deposited to Online depositories and Mini CDMs, the Client shall:
- a) report the incident to law enforcement authorities and to the Bank as soon as it is discovered;
  - b) within not longer than one business day, provide the Bank with all information about the incident and grant access to all documentation relating to the incident and the manner of securing the devices;
  - c) actively participate in the investigation in order to clarify all the circumstances of the case, within 14 days of the occurrence;
  - d) ensure that there are sufficient funds in the account to enable the Bank to remedy the shortfall resulting from the damage,
98. If there is a need to call a service team to handle an Online depository or a Mini CDM located at the Client's site, the Client shall inform the Bank of the same, so that a convoy can be arranged with the Bank's Transport to assist the maintenance services.
99. The Client should have an insurance policy for the Online depositories and the Mini CDMs installed at his/her sites, covering both the devices themselves and the funds deposited in them.
100. In order to provide the closed online deposit service using Mini CDMs, the Bank:
- 1) undertakes to take over the Mini CDMs at the Lender's site to be operated by the Bank's Transport for the purpose of loading them with empty cassettes sealed beforehand by the Bank, as well as unloading and transporting the cassettes to the Bank so that their contents can be counted.
  - 2) shall be entitled to:
    - a) load and unload Mini CDM cassettes at the Lender's site in order to provide the service specified in the Annex to the Bank Account Agreement (closed online deposits made using Mini CDMs),
    - b) access the Mini CDMs at the Lender's site on the terms and conditions set forth in these Rules and in the Annex to the Bank Account Agreement.
101. In the case of deposits made using Mini CDMs, the transport of Cash from the Mini CDMs to the Bank for counting purposes shall be arranged by the Bank's Transport within the scope of an agreement for the provision of cash-in-transit services for the Bank's Client and the transport of Cash for the Bank under the terms and conditions set out in clause 102, and the Bank shall be entitled, inter alia, to:
- 1) order a pick-up at the Mini CDM, without having to inform the Client in advance, as long as the transport is organised in accordance with the device availability calendar provided by the Client on the list of device locations;
  - 2) request from the Bank's Transport all information and explanations required for handling complaints submitted with the Bank.
102. The cassettes containing Cash from Mini CDMs shall be transported to CMCTs at least once every five (5) business days.
103. In the case of online closed deposits made using Mini CDMs, the Client shall:
- 1) carry out technical monitoring of the Mini CDMs, consisting int. al. in:
    - a) ensuring and monitoring communication between a Mini CDM and the Bank's Transport's ICT system, including as regards the transmission of information on deposits,
    - b) analysis of reports on deposits made by the Client's employees,
    - c) sending the Bank reports on the value of deposits made at the respective Mini CDM, in the cycles and in the form agreed with the Bank and at each request of the Bank,
  - 2) ensure that the devices are serviced and are kept in good working order, which includes checking their connection to the electrical grid and making sure that confirmations can be printed, by continuously replenishing the paper for printing purposes,
  - 3) inform the Bank of the need to arrange for the Bank's Transport assistance to facilitate the maintenance of a Mini CDM,
  - 4) inform the Bank of any failure or malfunction of a Mini CDM, of any unusual condition of a Mini CDM or its surroundings, and of any detected irregularities relating to the security of cash deposited in a Mini CDM (including the health of the Mini CDM's security system) and of any other irregularities,
  - 5) inform the Bank when the Lender has completed the installation of the respective Mini CDM in order to arrange for the Bank's Transport's pick-up to take over the operation of the Mini CDM (along with a set of empty cassettes).
  - 6) meet the requirements for installing the Mini CDMs specified in the Annex to the Bank Account Agreement and those specified by the device manufacturer.
104. In the case of Mini CDMs, the Bank shall hand over empty, sealed cassettes to the Bank's Transport on the day preceding the date of replacement of the cassettes in the Mini CDMs scheduled for unloading or on any other date agreed by the parties. The Bank undertakes to seal Mini CDM cassettes in the form indicated by the Bank's Transport.
105. If the Bank finds a difference in the Cash removed from Mini CDM cassette(s) that have been delivered to a CMCT intact, with no visible signs of damage or broken security features, sealed with seals numbered in accordance with the seal numbers appearing in the cassette specifications, the Client shall be deemed responsible for the resulting difference. In such a case the Bank shall issue a difference protocol for the Client, in accordance with the Procedure in the event of differences in a closed deposit set out in clauses 114-126 of these Rules.
106. Deposits made to Online depositories located at the Client's sites and to Mini CDMs are counted immediately during the inventory process.
107. In order to facilitate the process referred to in clause 106, the Client shall provide the Bank's Transport with access to the devices installed at his/her sites.

#### **VIII. Procedure in the event of a failure**

108. In the event of a failure of an Electronic or Mechanical Depository, the Bank undertakes to accept closed deposits at cash desks of the branch where a given Depository is located, until the failure is removed.
109. In the event of a failure of an Online depository or the impossibility of depositing a previously declared (in electronic banking, in the form of a file) online closed deposit, the Bank undertakes to accept closed deposits at cash desks of the branch where the malfunctioning Online depository is located.
110. In the event of a failure of an Online depository or the electronic banking system which renders the submission of an electronic deposit declaration impossible, the deposit may be made as a document-based or instruction-based deposit in accordance with the rules set out in clauses 61-66.
111. If the Client has signed a Bank Transport Agreement, he/she may order the Bank's Transport to collect a deposit from the Client's site.
112. In the event of a failure of the banking system or other malfunctions preventing the automatic recording of a deposit declared on the basis of a file (automatic B2B declaration) on the Client's account, the Bank shall record the deposit no later than on the business day following the day on which the deposit was made, and in the case of deposits made using Mini CDMs, immediately upon the Bank's receipt of a deposit file generated from the respective Mini CDM.

#### **IX. Procedure in the event of differences in a closed deposit**

113. The Bank shall count cash paid in the form of a closed deposit no later than within 4 business days from the date on which the deposit was recorded on the Client's account, subject to clause 52 and 114.

114. In the case of deposits made using a Mini CDM, the cash deposited to the Mini CDM shall be counted no later than within 4 business days from the date of unloading the given Mini CDM, taking into account the provisions of clause 106.
115. Cash paid in the form of a closed deposit shall be counted without the Client's presence.
116. If any differences are found between the amount of a closed deposit declared on a deposit document, in an instruction, on a security envelope, in electronic banking, in the form of a file or using a Depository keypad or a Mobile device and the actual amount of the closed deposit, and in the case of Mini CDMs – if differences are found between the amount declared in the file for a given Mini CDM and the value arrived at upon counting the contents of the cassette, either as a surplus or a shortfall, the Bank shall draw up a protocol which shall form the basis for crediting or debiting the account to which the closed deposit was being made with the difference found. The Client undertakes to accept the protocol, constituting the sole proof of difference between the declared and the actual amount of deposit. The Client has the right to lodge a complaint on the terms and conditions set out in the Bank's Regulations on bank accounts for corporate market clients.
117. In the case of a collective deposit referred to in clause 62(4)-(5), using the protocol referred to in clause 116, the Bank shall enter detailed information concerning the differences between the amounts declared on the list referred to in clause 62(6) and the actual amounts found in individual unit safety packages comprising the collective deposit.
118. In the situation described in clause 95 and 96(2) and if a closed deposit contains a banknote or coin that:
- 1) is exchangeable at half value at the Bank due to wear and tear or damage, subject to clause 119,
  - 2) is not exchangeable at the Bank due to wear and tear or damage, but which is exchangeable at the National Bank of Poland due to wear and tear or damage, in accordance with the provisions of Ordinance No 31/2013 of the Governor of the National Bank of Poland of 17 December 2013 on detailed principles and procedures concerning the exchange of banknotes and coins which have ceased to be legal tender in the Republic of Poland as a result of wear and tear or damage, as amended,
  - 3) is not exchangeable because it does not meet the conditions of exchange at banks in accordance with the provisions of Ordinance No 31/2013 of the Governor of the National Bank of Poland of 17 December 2013 on detailed principles and procedures concerning the exchange of banknotes and coins which have ceased to be legal tender in the Republic of Poland as a result of wear and tear or damage, as amended,
  - 4) represents a currency other than the one in which a deposit instruction was made,
  - 5) is not purchased at the Bank,
  - 6) is questionable as to its authenticity,
- the Bank declares a shortfall.
119. If it is found that a deposit contains a Polish currency banknote that is exchangeable at half value, i.e. it has retained between 45% and 75% of its original surface area in one piece, the amount of the shortfall shall be 50% of the banknote's nominal value.
120. If it is found that a deposit contains a worn out or damaged Polish currency banknote which does not meet the conditions for exchange at the Bank, the legal tender shall be submitted for exchange at the National Bank of Poland in accordance with the provisions of Ordinance No 31/2013 of the Governor of the National Bank of Poland of 17 December 2013 on detailed principles and procedures concerning the exchange of banknotes and coins, as amended.
121. In the case referred to in clause 116, the Bank, as of the date on which a closed deposit was recorded on the account, shall:
- 1) debit the Client's account to which the closed deposit was being made with the amount of the shortfall found, regardless of the balance available in the account, or
  - 2) credit the Client's account to which the closed deposit was being made with the amount of the surplus found,
- and shall immediately notify the Client of the difference found in the manner specified in the Annex to the Bank Account Agreement concerning closed deposits.
122. In the case referred to in clause 118, the Client shall ensure that there are sufficient funds available in the account to cover the shortfall.
123. If a closed deposit is made in a currency other than the account currency, the difference shall be settled using the relevant exchange rates taken from the Bank's exchange rate table applicable on the date on which the deposit was recorded.
124. In case of:
- 1) banknotes and coins that, as a result of an authenticity examination carried out by the NBP, are found to be genuine, the Bank shall record the amount of the denomination as a closed deposit on the Client's account to which the deposit was being made, with the date of receipt of such banknotes and coins by the Bank from the Police.
  - 2) a banknote or coin in Polish currency that, as a result of an authenticity examination, is found to be genuine but does not meet the conditions for exchange at the Bank, the Bank shall deliver the banknote or coin to the NBP requesting that it be exchanged on the terms and conditions applicable at the NBP, in accordance with the provisions of Ordinance No 31/2013 of the Governor of the National Bank of Poland of 17 December 2013 on detailed principles and procedures concerning the exchange of banknotes and coins, as amended.
  - 3) banknotes and coins in a foreign currency that, as a result of an authenticity examination, are found to be genuine but are worn out or damaged, the Bank shall hand them over to the Client in a manner agreed with the Client,
  - 4) the Bank shall hand over to the Client another item which has been included in the deposit, in a manner agreed with the Client.
- For the avoidance of doubt, the Parties confirm that the Client shall not bear the costs of the banknote expert examinations, regardless of their outcome.
125. If the Client fails to appear at the agreed time and place to collect the item mentioned in clause 124(3) and (4), the Bank shall transfer this item by sending it by post or courier (at the Client's expense) to the address of the site from which the closed deposit containing the transferred item originated.

## CLOSED WITHDRAWALS

### X. Rules for making closed withdrawals

126. If the Annex to the Bank Account Agreement concerning closed withdrawals provides for the ordering of closed withdrawals on the basis of an instruction, the Client shall each time specify the amount of the closed withdrawal by submitting an instruction, hereinafter referred to as a "withdrawal instruction", in accordance with the model provided to him/her by the Bank.
127. The Client shall submit closed withdrawal instructions via electronic banking or by e-mail, having protected the instruction document with the password specified in the Annex to the Bank Account, to the e-mail address indicated in the list of the Bank's Organisational Units.
128. Instructions for closed withdrawals in Polish currency shall be submitted in such a way that the content of individual denominations in a single withdrawal is a multiple of 100 coins or banknotes.
129. Closed withdrawals shall be handed over to the Client or to persons authorised by him/her at a cash desk of the Bank's branch or in a CMCT (in the case of the Client's Transport that is authorised to enter the CMCT premises), each time the Bank receives a withdrawal instruction from the Client or on the basis of the Schedule.
130. The Bank shall debit with the withdrawal amount the Client's account from which the closed withdrawal is made, on the date of the closed withdrawal.
131. A closed withdrawal instruction at a cash desk:
- 1) may be executed on the date of its submission, provided that the amount of the withdrawal does not exceed the amount of a single withdrawal specified in the Communication and was submitted at least 4 hours before the expected time of execution and no later than 4 hours before the end of the branch's work.
  - 2) which exceeds the amount of a single withdrawal specified in the Communication shall be submitted by the Client no later than 2 business days before the date of its execution.
132. An instruction for a closed withdrawal in a convertible currency other than euro (EUR), US dollar (USD), Swiss franc (CHF) and UK pound (GBP) shall be submitted by the Client no later than four (4) business days before the date of its execution.

133. The Bank shall have the right to refuse to execute the closed withdrawal referred to in clause 132 or propose a different date of its execution.
134. On the withdrawal date, the Client shall ensure that there are sufficient funds in the account to allow the withdrawal to be made and to cover the withdrawal fee.
135. The Bank shall inform the Client by telephone (by e-mail or via electronic banking – if telephone contact is impossible) of the refusal to make the withdrawal referred to in clause 132 or of the proposal of a different date for making this withdrawal, by calling the number or using the e-mail address provided by the Client on the withdrawal instruction.
136. The Bank shall not execute withdrawal instructions submitted in breach of the conditions set out in clauses 131, 132 and 134. In such a case, the Bank shall promptly notify the Client in the manner set out in clause 135.
137. The Bank reserves the right to verify a withdrawal instruction by telephone.
138. If the Client fails to collect a closed withdrawal for reasons attributable to the Client, the Bank shall charge the Client with the same fee as for a withdrawal that has been effectively collected.
139. Closed withdrawals may be delivered to the Client's site by the Bank's Transport or collected directly in a CMCT by the Client's Transport on the basis of the Schedule, which is specified in the Bank Transport Agreement or in the Annex to the Bank Account Agreement concerning closed withdrawals (in the case of the Client's Transport that is authorised to enter the CMCT premises).
140. The update of the Schedule referred to in clause 139 shall be agreed with the Bank and shall be done via electronic banking at least 5 business days before the changes become effective.

#### **XI. Cash packing and forming method – closed withdrawals**

141. The Bank shall make closed withdrawals only in a safety package, which cannot be opened without leaving visible traces of tampering, i.e. in a plastic envelope with self-adhesive sealing or in a sealed fabric bag, which shall be returned to the Bank e.g. when another closed withdrawal order is made.
142. The banknotes and coins that comprise a closed withdrawal shall be formed, packed and labelled in accordance with the Bank's internal regulations.
143. The Bank shall label each unit safety package with the following elements:
  - 1) name of the Bank's Organisational Unit,
  - 2) name of the Client – recipient of the withdrawal,
  - 3) currency and amount of closed withdrawal,
  - 4) date and signatures of the persons preparing the withdrawal.
144. The Bank shall make closed withdrawals in accordance with the specification defined in the instruction of withdrawal or withdrawal with a transport option. If it is impossible to make a withdrawal in accordance with the specification, the Bank shall make every effort to ensure that the denomination structure of the withdrawal is as close as possible to the one specified by the Client.

#### **XII. Procedure in the event of discrepancies in a closed withdrawal**

145. The Client shall be obliged to count the contents of a closed withdrawal under supervision on the day on which the withdrawal was collected.
146. The count referred to in clause 145 shall take place without the presence of the person handing over the withdrawal.
147. If the Client finds a discrepancy in the collected closed withdrawal, he/she shall draw up a closed withdrawal discrepancy protocol, in accordance with the model provided by the Bank, in 2 copies.
148. The Client shall immediately send a copy of the protocol referred to in clause 147 (together with all elements of the withdrawal package) to the e-mail address of his/her account manager at the corporate customer service centre and, if requested by the Bank, he/she shall send by post or courier the original of this protocol (together with all elements of the withdrawal package) to the address of the Bank's Organisational Unit that prepared the withdrawal, no later than on the business day following the date of collection of the withdrawal in which a discrepancy was found. Sending a closed withdrawal discrepancy protocol shall be recognised by the Bank as a complaint.
149. Complaints shall be processed in accordance with the rules set out in the Bank's Regulations on bank accounts for corporate market clients.
150. The Bank shall inform the Client of the rejection of a complaint.
151. If a complaint has been recognised, the Bank shall:
  - 1) credit the account from which the closed withdrawal was being made with the amount of the shortfall found, or
  - 2) debit the account from which the closed withdrawal was being made with the amount of the surplus found. If the balance available in the account is not sufficient to settle the surplus found, the Client shall be obliged to immediately refund the amount of surplus.
152. If a closed withdrawal is made in a currency other than the account currency, the difference shall be settled using the relevant exchange rates taken from the Bank's exchange rate table applicable on the date on which the closed withdrawal was recorded.

### **CASH CHANGE**

#### **XIII. Rules for rendering the Cash Change service**

153. A Cash Change transaction is the change of Cash delivered to a the Bank's branch in the form of an open deposit into specific denominations and is carried out on the basis of the Annex to the Bank Account Agreement concluded between the Client and the Bank, under the terms and conditions set out in these Rules.
154. The Cash Change service shall be carried out in PLN only.
155. The Cash Change service involves the Client delivering an open deposit to the Bank's branch and collecting Cash in an agreed structure, prepared in the form of:
  - 1) an open withdrawal, or
  - 2) a closed withdrawal.
156. The Bank shall exercise due diligence to make sure that the denomination structure of cash to be collected by the Client as part of the Cash Change service is fully compliant with his/her expectations.
157. Instructions for Cash Change in the form of a closed withdrawal should be submitted in such a way that the content of individual denominations in a single withdrawal is a multiple of 100 coins or banknotes.
158. The Client shall be liable for the acts or omissions of the persons appointed to handle the Cash Change service as for his/her own acts or omissions.
159. If the Cash Change service is handled by the Client's Transport, the Client shall inform the transport company of the rules for handling Cash Change and of the need to check – upon receipt of the Change in the form of a closed withdrawal – whether the package containing the withdrawal has not been tampered with, and to sign a withdrawal confirmation as a proof of receipt of the cash in an undamaged package.
160. The Cash Change service shall be carried out:
  - 1) immediately without the need for prior notification – only if the amount of Cash Change does not exceed the unit withdrawal amount specified in the communication of the given branch, and if the Cash Change does not contain coins and is not made in the form of a closed withdrawal,
  - 2) on the basis of a Cash Change instruction submitted at least two (2) business days before the day of execution, if the amount of Cash Change exceeds the unit withdrawal amount specified in the communication of the given branch, or if the Cash Change contains coins or is made in the form of a closed withdrawal,
  - 3) without recording a deposit or withdrawal on the Client's accounts,
  - 4) on condition that there are enough funds in the Client's account to cover the Cash Change fee.

162. A Cash Change instruction or a Cash Change cancellation instruction shall be submitted by the Client via electronic banking (if such functionality is available in the electronic banking system) or by e-mail, once the instruction document has been protected with the password specified in the Annex to the Bank Account Agreement, to the indicated e-mail address of the Bank's Branch in which the cash change service is to be carried out.
163. The instruction referred to in clause 162 shall be submitted no later than 2 business days before the date of its execution. If it is not possible to carry out Cash Change in a given denomination, the Bank shall prepare Cash Change with a denomination structure similar to the Client's expectations.
164. The Client may cancel a Cash Change instruction without any consequences no later than **by 12:00 noon** on the business day preceding the date resulting from the Cash Change instruction accepted for execution.
165. The Cash Change service shall be carried out on condition that at the time of service provision there are enough funds in the Client's current account to cover the Cash Change fee.
166. If the Client submits a Cash Change instruction but fails to effectively Change cash for reasons attributable to the Client, the Bank shall charge the same fee as for Cash Change that has been effectively carried out.
167. If the Client finds a discrepancy in changed cash collected in the form of a closed withdrawal, the rules specified in section XII "Procedure in the event of discrepancies in a closed withdrawal" shall apply.
168. The Cash Change service may be carried out on the basis of the Schedule attached to the Annex to the Bank Account Agreement.
169. The update of the Schedule referred to in clause 168 shall be agreed with the Bank and shall be done at least five (5) business days before the effective date of the change.