

LIST OF PRICES AND SERVICES FOR CORPORATE CLIENTS OF PKO BANK POLSKI SA NIEDERLASSUNG DEUTSCHLAND

Effective as of 01.03.2022



Bank Polski

Name and address of the Bank:
PKO Bank Polski SA Niederlassung Deutschland
Neue Mainzer Straße 52-58
60311 Frankfurt am Main

Registration in Commercial Register (Handelsregister):
HRB 103393

Competent supervisory authority:
European Central Bank (ECB)
Sonnemannstraße 20, 60314 Frankfurt am Main, Germany
Postal address: European Central Bank, 60640 Frankfurt am Main
(www.ecb.europa.eu)

Polish Financial Supervision Authority
ul. Piękna 20
00-549 Warsaw, Poland
Postal address: Polish Financial Supervision Authority, ul. Piękna 20, PO Box 419, 00-549 Warsaw
(www.knf.gov.pl)

Federal Financial Services Supervision Authority (BaFin),
Graurheindorfer Straße 108, 53117 Bonn and Marie-Curie-Straße 24-28, 60439 Frankfurt am Main, Germany
(www.bafin.de)

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Chapter 1

GENERAL PROVISIONS

§ 1

This List of prices and services for corporate clients of PKO Bank Polski SA Niederlassung Deutschland, hereinafter referred to as the "Tariff", defines the rates of banking fees and commissions, and the interest rates applied at PKO Bank Polski SA Niederlassung Deutschland, hereinafter referred to as the "Bank", to corporate market clients.

§ 2

- 1. The language of communication with the Bank shall be German or Polish or English.
- 2. In case of discrepancies between the Polish and English versions of the Tariff, the English version shall apply.
- 3. In case of discrepancies between the Polish and German versions of the Tariff, the German version shall apply.
- 4. In case of discrepancies between the English and German versions of the Tariff, the German version shall apply.

§ 3

Whenever "Table of Exchange Rates" is used in the Tariff, the term shall have the meaning of the Table of Exchange Rates of PKO Bank Polski SA Niederlassung Deutschland. Exchange rates indicated in the Table of Exchange Rates refer to a specific exchange unit.

§ 4

- 1. The products and services offered at the Bank shall be subject to the Polish calendar of business days. A business day shall mean any day from Monday to Friday other than a statutory holiday.
- 2. The Bank shall issue special communications for clients in German and Polish about differences in business and non-business days between the Polish and German calendars.

§ 5

In the event of the last day of a month falling on a Saturday or on a Sunday, the Bank shall run additional IT processing understood as end-of-month processing. As a result, on the last day of a month falling on a Saturday or a Sunday, the Bank shall generate additional bank statements containing transactions from those days.

§ 6

The Bank has the right to amend the Tariff according to clause 12(5) of the General Business Conditions of Client's Cooperation with PKO Bank Polski SA Niederlassung Deutschland.

I. Terms of charging fees and commissions

§ 7

- 1. For the services rendered, the Bank charges fees and commissions listed in the Tariff, unless the agreement with the client states otherwise.
- 2. The Bank shall charge payable fees and commissions to the bank account to which the fee or commission applies or to the bank account indicated by the account holder.
- 3. Fees and commissions shall be charged as priority before any other transaction without an additional instruction from the account holder.
- 4. Fees and commissions, including fees for foreign transfers received, shall be charged regardless of the available balance on the account of the account holder.
- 5. The client shall have an obligation to ensure sufficient funds to pay the fees on the execution date. The balance of the closed account shall be subject to disposal by the Bank in accordance with written instructions of the account holder, without prejudice to the Bank's right to set off its receivables from the account balance.
- 6. In the absence of an account balance sufficient to cover any fees and commissions, the Bank shall debit the amounts due, without a consent or additional instruction from the client, from any other account of the client.
- 7. The amounts of fees and commissions charged shall be rounded off to one eurocent in compliance with generally applicable provisions (the second decimal place to be rounded up if the third is equal to or higher than 5 or rounded down if the third is equal to or lower than 4).

§ 8

- 1. Fees and commissions for non-standard services or services not listed in the Tariff may be charged in amounts negotiated with the client.
- 2. Regardless of fees and commissions listed in the Tariff, clients shall be charged with fees and commissions of the banks acting as intermediaries in order execution, in accordance with the tariffs of those entities or according to separate agreements.

II. Interest rate terms for deposits and loans

§ 9

To calculate interest, a calendar year is assumed to have 365 days, unless an agreement with client states otherwise.

§ 10

- 1. The Bank shall calculate and charge tax on interest accrued and credited to the accounts of German tax residents, unless tax regulations state otherwise.
- 2. The tax shall be collected from the available account balance.

3. In the absence of an account balance sufficient to collect the tax in full amount, the Bank shall impose a blockade on the account equal to the shortage amount.

Chapter 2.
INTEREST RATES

I. Interest rates on deposits

§ 11

Interest rates on deposits are defined in Table 1:

Table 1. Interest rates on deposits

		Variable interest rate per annum in % ²⁾			
NON-SAVINGS BANK ACCOUNTS ¹⁾		EUR	USD	GBP	PLN
1	2	3	4	5	6
1.	Funds on non-savings bank account	0.00	0.00	0.00	0.00
2.	Funds on non-savings bank account, in other currencies listed in the Table of Exchange Rates	0.00			
		Variable interest rate per annum in % ²⁾			
DE NEGOTIATED DEPOSITS ^{3) 4)}					
1	2	3			
1.	De negotiated deposit	Interest rate negotiated each time			

¹⁾ Interest rates on funds and capitalization on non-savings bank accounts:

1. Interest rates on funds on non-savings bank accounts are per annum rates.
2. Interest accrued at the interest rates in effect during the life of a deposit on a non-savings bank account shall be capitalized:
 - 1) monthly,
 - 2) at the end of the accounting period agreed upon individually between the Bank and the account holder,
 - 3) for a DE current account on which a DE working capital loan was granted - on a monthly basis starting from the day of granting the loan.

²⁾ The bank may change the interest rate on funds held on non-savings bank accounts subject to variable interest rates if at least one of the following circumstances occurs:

- 1) a change of any interest rate of the European Central Bank,
- 2) a change of interest rates defined by the relevant Central Bank for a given currency,
- 3) a change of the mandatory reserve rate of Polish banks defined by the Monetary Policy Council at the National Bank of Poland - for funds in PLN,
- 4) a change of interest rates for interbank deposits,
- 5) a change of interest rates for foreign currency deposits on domestic or international money markets.

³⁾ The Bank publishes the minimum amounts of DE negotiated deposits for individual currencies in the Notification on the Bank's website.

⁴⁾ Interest rates on DE negotiated deposits:

1. Interest rates on DE negotiated deposits are determined by negotiation with an authorized employee of the Bank's Headquarters.
2. Interest rates on DE negotiated deposits are fixed during contractual deposit maintenance periods, provided that if the declared contractual term for a DE negotiated deposit is not maintained, no interest shall accrue on the deposit.
3. Interest rates on funds on DE negotiated deposits are per annum rates.
4. Interest accrued on DE negotiated deposits is not capitalized during the contractual term.

II. Interest rates on business loans

§ 12

Interest rates on business loans are defined in Table 2.

Table 2. Interest rates on business loans ^{1) 2)}

		Interest rate per annum
1	2	3
1.	Working capital loans, including:	
	1) in current account, granted in EUR, USD or PLN	EURIBOR + margin or LIBOR + margin or WIBOR + margin
	2) revolving, granted in EUR, USD or PLN	EURIBOR + margin or LIBOR + margin or WIBOR + margin
	3) non-revolving, granted in EUR, USD or PLN	EURIBOR + margin or LIBOR + margin or WIBOR + margin
2.	Investment loan in EUR, USD or PLN	EURIBOR + margin or LIBOR + margin or WIBOR + margin

¹⁾ The Bank's margin is agreed upon individually through negotiation.

²⁾ Reference rates:

1. The standard reference rates for setting the interest rates on Bank loans are EURIBOR (for EUR loans), LIBOR (for USD loans) or WIBOR (for PLN loans), meaning interbank deposit rates of the interbank market.
 - 1) EURIBOR 1M, LIBOR 1M or WIBOR 1M - for 1M interbank deposits:
 - a) as quoted on the day preceding the start of an accounting period: for loans granted up to 1 month with a fixed interest rate;
 - b) as quoted on the day preceding the start of every accounting period for which the interest on the loan is charged and repaid - for loans granted with a variable interest rate, with the reservation of letter c);
 - c) as quoted on the day of start of every accounting period for which interest on the loan is charged and repaid, in case of clients who were granted an overdraft facility or a revolving working capital loan.
 - 2) EURIBOR 3M, LIBOR 3M or WIBOR 3M: for 3M interbank deposits:
 - a) as quoted on the day preceding the start of every accounting period: for loans granted for up to 3 months with a fixed interest rate;
 - b) as quoted on the day preceding the start of every accounting period for which the interest on the loan is charged and repaid - for loans granted with a variable interest rate;

- 3) EURIBOR 6M, LIBOR 6M, or WIBOR 6M: for 6M interbank deposits as quoted on the day preceding the start of every accounting period – for loans granted for up to 6 months, with a fixed interest rate;
- 4) EURIBOR 12M, LIBOR 12M or WIBOR 12M – for 12M interbank deposits as quoted on the day preceding the start of every accounting period – for loans granted up to 12 months with a fixed interest rate.
2. If the relevant EURIBOR, LIBOR or WIBOR is not published on a given day, the relevant EURIBOR, LIBOR or WIBOR published on the day preceding the last day of rate quoting shall be applied.
3. If the reference rate reaches a value equal to or lower than 0, its value on the level equal to 0 shall be used to determine the interest rate.

III. Interest rates on overdue debt and unauthorized overdrafts on non-savings bank accounts

§ 13

Interest rates on overdue debt and unauthorized overdrafts on non-savings bank accounts are defined in Table 3.

Table 3. Interest rates on overdue debt and unauthorized overdrafts on non-savings bank accounts

		Interest rate per annum
1	2	3
1.	Unauthorized overdrafts on non-savings bank accounts	The basic rate, as defined in § 247 of the German Civil Code (BGB), increased by 9 percentage points
	<ol style="list-style-type: none"> 1. Any unauthorized overdraft shall become overdue and payable debt as of the day it arises. 2. If unauthorized overdraft occurs, interest shall be charged for the period from the day the unauthorized overdraft arises until the day preceding its repayment. 3. Interest shall be debited from the available funds on the non-savings bank account after the end of the accounting period for which it is charged, and in the absence of available balance, from the first inflows on the non-savings bank account. 4. If there are no funds to cover amounts due to the Bank on account of unauthorised debit balance, the account holder shall be required to make a supplementary payment. 5. The Bank shall collect amounts payable in the following order: <ol style="list-style-type: none"> 1) debt arising from unauthorized overdraft; 2) interest on debt arising from unauthorized overdraft. 6. The Bank shall initiate, through enforcement procedures, collection of amounts payable arising from unauthorized overdraft if not paid by the account holder by the date indicated by the Bank. 	
2.	Overdue debt under outstanding business loans (excluding interest)	The basic rate, as defined in § 247 of the German Civil Code (BGB), increased by 9 percentage points

Chapter 3.

RATES OF FEES AND COMMISSIONS

I. Non-savings bank accounts and related services

§ 14

Rates of fees and commissions for non-savings bank accounts and related services are defined in Table 4.

Table 4. Non-savings bank accounts and related services¹⁾

1	2	3
NON-SAVINGS BANK ACCOUNTS		
1.	Opening a non-savings bank account	EUR 0.00
2.	Maintenance of a non-savings bank account (monthly)	EUR 50.00
3.	Opening and maintenance of an escrow account (monthly)	for negotiation
4.	Bank statements	
	1) drawn up in written form	EUR 15.00
	2) drawn up in electronic form	EUR 0.00
	Note: No fee is charged for the first summary statement in a month, made in written form	
5.	Statement on request or additional statement	EUR 15.00
6.	Balance consolidation service:	
	1) launching the service	for negotiation, not less than EUR 100.00
	2) performing tasks associated with consolidation of balances, among others under the consolidated account agreement (monthly)	EUR 100.00 + EUR 10.00 per each consolidated account
7.	Sweeping/Topping service – automatic transfers to/from the bank, domestic or foreign	
	1) launching an amendment to the terms of rendering the service or registering an amendment to the terms of rendering the service in banking system (per Sweep Account)	for negotiation
	2) rendering a service (monthly, per Sweep Account)	for negotiation
	3) execution of transfers under the Sweeping service	same as transfer fee
	4) sending a payment order to another bank under the Topping service	same as for an outgoing SWIFT message
8.	SWIFT MT101 service:	

	1)	launching a service, separately for each account and service (for both incoming and outgoing messages)	EUR 100.00
	2)	acceptance of a payment order at PKO Bank Polski SA under SWIFT MT101 service (MT101 message incoming to PKO Bank Polski SA)	same as transfer fee
	3)	sending a payment order to another bank under SWIFT MT101 service (outgoing MT101 message)	EUR 5.00
9.	PKO Virtual Accounts (mass payment identification):		
	1)	provision of the service (monthly)	for negotiation
	2)	identification of a received payment	for negotiation
10.	Establishing a blockade on a bank account - for each order		EUR 350.00
	NOTE: No fee is charged for blockades securing the Bank's receivables, blockades related to enforcement seizures or performed at the request of authorized bodies or resulting from statutory provisions.		
ISSUING CERTIFICATES, OPINIONS OR DOCUMENTS RELATED TO NON-SAVINGS BANK ACCOUNTS			
11.	Preparation of:		
	1)	a bank opinion with information on creditworthiness	EUR 50.00
	2)	other bank opinions	EUR 25.00
12.	Provision/confirmation of information about the Client to an audit firm		EUR 100.00
13.	Providing a document with confirmation of the balance/banking operation performed in all access channels or a copy of a bank document		EUR 2.00
14.	Preparation of a request to repay any unauthorized overdraft, if the client is in default with payment		EUR 5.00
15.	Provision of the account history in the agreed form (for each month)		EUR 10.00
16.	Certificates other than those listed in clause 15-19, if they may be provided against payment according to clause 12(3) of the General Business Conditions of Client's Cooperation with PKO Bank Polski SA Niederlassung Deutschland		EUR 20.00
	Note: 1. In case of any non-standard or especially labour-intensive instruction or order, the fee shall be increased by 100%, which shall be communicated in advance to the Client by the Bank.		
ELECTRONIC BANKING			
17.	iPKO biznes:		
	1)	use of the system up to 5 defined users (monthly)	EUR 50.00
	2)	use of the system for each additional user over 5 users (per month)	EUR 5.00
	3)	issue of a hardware token (per user)	EUR 50.00
	4)	issue of a mobile token	EUR 0.00
	5)	takeover by the Bank of the administration function as regards user rights and iPKO biznes parameterization, including the first parameterization of the system	EUR 50.00
	6)	change at the Client's request of the iPKO biznes parameterization or user rights (incl. supplementation) where the user rights are administered by the Bank	EUR 50.00
	7)	adding users ordered by the advisor (for each application)	EUR 10.00
	8)	Tracker SWIFT module – transfer tracking (monthly)	EUR 60.00
18.	EBICS:		
	1)	service launch (one-off fee, per company registered in the system)	EUR 250.00
	2)	use of a system (monthly)	EUR 40.00
	3)	adding users ordered by the advisor (for each application)	EUR 10.00
TRANSFERS ²⁾			
19.	Internal transfers		EUR 0.10
	Note: 1. Transfers to bank accounts held in any branch of PKO Bank Polski SA, in the currency of a debited or credited account. 2. No fees shall be charged for transfers executed between the accounts of the same Client held at PKO Bank Polski SA Niederlassung Deutschland.		
20.	SEPA transfers (SEPA CT): Foreign transfers in EUR within the SEPA area, including Germany, with SHA cost instruction		

	1)	outgoing SEPA transfers, submitted via the electronic banking system, sent in URGENT MODE, with Tomnext value date for the Bank	EUR 0.50
	2)	outgoing SEPA transfers, submitted via the electronic banking system sent in EXPRESS MODE, with Overnight value date for the Bank (D+0)	EUR 11.00
	3)	outgoing SEPA transfers, made in a written form, sent in URGENT MODE with the Tomnext value date for the Bank	EUR 15.00
	4)	outgoing SEPA transfers, made in the written form, sent in the EXPRESS MODE - with the Overnight value date for the Bank (D + 0)	EUR 20.00
	5)	incoming SEPA transfers	EUR 0.00
21.	Foreign transfers in PLN to Poland:		
	1)	sent via Elixir	EUR 6.00
	2)	sent via SORBNET2 Note: SORBNET2 is one of RTGS-class systems (Real Time Gross Settlement) which executes orders in real time (on an ongoing basis). Transfers of and above PLN 1 million are mandatorily executed via SORBNET2.	EUR 10.00
22.	Other foreign transfers:		
	1)	Outgoing, submitted via the electronic banking system	0.25%, min. EUR 10.00, max. EUR 80.00
	2)	Outgoing, submitted in written form	0.3%, min. EUR 10.00, max. EUR 80.00
	3)	incoming	0.15%, min. EUR 10.00, max. EUR 50.00
	4)	additional fee for execution of a foreign transfer in EXPRESS MODE - with Tomnext (D+1) value date for the Bank	EUR 5.00
	5)	additional fee for execution of a foreign transfer in EXPRESS MODE - with Overnight (D+0) value date for the Bank	EUR 10.00
	6)	additional fee for OUR cost instruction	EUR 25.00
23.	Additional services for transfers including: supplements, amendments, inquiries, cancellations, refunds, confirmations, NON-STP fee.		EUR 20.00 + third-party bank costs
24.	Electronic reports in a format other than a bank statement, e.g. MT94X SWIFT messages showing postings on accounts – monthly fee per message and per account.		EUR 50.00
SEPA DIRECT DEBIT			
25.	Collected from the Recipient:		
	1)	sending of SEPA Direct Debit/SEPA Card Clearing	EUR 0.50
	2)	cancellation of sent SEPA Direct Debit/SEPA Card Clearing by the Recipient	EUR 0.50
	3)	rejection or reversal of sent SEPA Direct Debit/SEPA Card Clearing	EUR 5.00
	4)	intermediation in granting of Creditor Identifier (CID) by Krajowa Izba Rozliczeniowa S.A. Note: applicable to Polish residents applying for CID.	EUR 50.00
26.	Collected from the Payer:		
	1)	processing of SEPA Direct Debit (account debit)	EUR 0.00
	2)	blockade registration	EUR 0.00
	3)	registration, modification, cancellation of the mandate ³⁾ :	
	a)	via the electronic banking system	EUR 0.00
	b)	commissioned in a paper form	EUR 5.00
PKO VISA BUSINESS DEBIT DE DEBIT CARD			
27.	Card issuance		EUR 10.00
28.	Annual fee per card Note: Fee charged in advance.		EUR 10.00
29.	Fee for monthly card service		EUR 0.00
30.	Monthly settlement of domestic and foreign non-cash transactions – on the value of transaction		EUR 0.00
31.	Fee for changing monthly transaction limit or daily card limits		EUR 0.00

32.	Reporting card loss or theft, and subsequent new card issue	EUR 0.00
33.	Change of PIN	
	1) via hotline or at iPKO biznes app	EUR 0.00
	2) sent by post	EUR 50.00
34.	Changing the PIN number via hotline or ATM of PKO Bank Polski SA or in the mobile application	EUR 0.00
35.	Currency exchange of a non-EUR card transaction (including return transactions) – on the value of transaction ⁴⁾	2%
36.	Cash withdrawals – per transaction:	
	1) at domestic ATMs	EUR 0.00/2.50 ⁵⁾
	2) at cash desk other than PKO Bank Polski SA Niederlassung Deutschland, for domestic withdrawals	EUR 2.50 + 0.5% of the transaction amount
	3) at ATMs abroad	EUR 0.00/2.00 ⁶⁾
	4) at cash desk other than PKO Bank Polski SA, for withdrawals abroad	EUR 3.00 + 0.5% of the transaction amount
	5) accompanying a non-cash transaction (Cashback ⁸⁾)	EUR 1.00
37.	Cash withdrawal in PLN at ATM, branch or agency of PKO Bank Polski SA in Poland – per transaction	EUR 0.00
38.	Re-order of PIN	EUR 5.00
39.	Issuance of a new card in express mode (i.e. within five business days from the instruction date) – additionally	EUR 12.50 + shipping cost
40.	Emergency cash withdrawal	according to Visa Europe rates ⁶⁾

¹⁾ In case of currency exchange, the fee or commission payable in EUR shall be calculated at:

- 1) reference rate indicated in the Table of Exchange Rates for minimum and maximum commission amount if the defined currency for the commission differs from the transaction currency,
- 2) buying or selling foreign exchange rate for other banking transactions executed in currencies other than EUR, published in the Table of Exchange Rates,
- 3) another exchange rate, if so stated in the agreement.

²⁾ Fee applicable from the moment when the service is made available by PKO Bank Polski SA Niederlassung Deutschland.

³⁾ No fees or commissions are charged if:

- 1) the incoming foreign transfer amount from which fees and commissions are to be collected for its execution prevents such collection and if paid for by the beneficiary,
- 2) the returned outgoing foreign transfer amount is insufficient to collect the Bank's fee for refunding an outgoing foreign transfer executed by the Bank.

⁴⁾ Applicable to B2B scheme.

⁵⁾ Operations carried out with the use of a card made in a currency other than EUR are converted by the payment organization Visa into EUR according to the transaction processing rates used by the payment organization and available on its website.

⁶⁾ The first three cash withdrawals in a calendar month are exempt from fees.

⁷⁾ Currently the fee is USD 103.00 and conversion is made at the selling rate in effect at the Bank on the date of fee settlement by Visa Europe.

II. Loan financing of business activities

§ 15

Rates of fees and commissions for financing business activities are defined in Table 5.

Table 5. Loan financing of business activities ¹⁾

1	2	3
1.	Arrangement fee (on transaction amount) for services associated with: – granting of a loan, multi-purpose credit line, – increase of the loan amount, multi-purpose credit line, – extension of the term of the loan agreement, multi-purpose credit line, – change of the loan currency, multi-purpose credit line. Note: As a rule, the fee is charged in advance. Collected fee is not returnable.	for negotiation
2.	Grant of a loan commitment	EUR 40.00
3.	Preparation and sending a reminder or a letter regarding:	
	1) insufficient or lack of loan repayment or interest payment, or payment of fees and commissions for the loan, if the client is in default with payment	EUR 5.00
	2) loan amount reduction by PKO Bank Polski SA	EUR 15.00
4.	Grant or increase of the amount of: loan in DE current account / DE revolving loan/ DE non-revolving loan/ DE investment loan Note: No commission is charged for granting or increasing a multi-purpose credit line or for increasing sublimits.	for negotiation
5.	Utilisation of a multi-purpose credit line – for each instruction.	for negotiation

6.	Non-cash disbursement of a loan in DE current account	according to the rates for transfers
7.	On the non-disbursed loan amount (commitment fee) Note: The fee is collected from the granted and not disbursed loan amount, which is not limited by disbursement conditions.	for negotiation
8.	Activities related to the administration of a loan/ multi-purpose credit line (monthly). 1. Commission for administration of a multi-purpose credit line, overdraft facility and revolving working capital facility is charged on the agreement amount. 2. Commission for administration of a non-revolving working capital loan, investment loan is charged on the agreement amount in the first year of financing, and in subsequent years on the amount outstanding at the end of the previous financing year. No commission is charged for administering individual loans under a multi-purpose credit line.	for negotiation
9.	Amendment of the loan agreement at client's request with regard to:	
	1) extension – on the amount subject to extension	for negotiation
	2) repayment schedule – on the amount affected by the amendment	for negotiation
	3) pricing terms – on the amount affected by the amendment	for negotiation
	4) currency – on the amount of current debt together with the remaining loan amount to be disbursed	for negotiation
	5) terms other than those defined in items 1 to 4	for negotiation
	Note: 1. No commission is charged for extending the multi-purpose credit limit. 2. In case of foreign currency loans repaid under the loan agreement in PLN, no fee is charged for allowing loan repayment to be made also in the currency in which the loan was granted. 3. The commission indicated in point 1) does not apply to loans granted within the multi-purpose credit line.	
10.	On earlier repaid amount of the loan (early repayment fee) Note: The fee is not charged if the client terminates the loan agreement (of duration of 12 months or more), subject to a three months' notice of termination.	for negotiation
11.	Loan handling services:	
	1) repeated delivery of documents to the client (e.g. regarding establishment and release of security, written notice of interest rate change) that the client is formally entitled to in the financing process	EUR 15.00
	2) estimation by PKO Bank Polski SA of the value of the property provided as loan collateral and not subject to financing – per property	according to incurred external valuation costs
12.	Agent's commission (for syndicated loans arranged by PKO Bank Polski SA) collected from the borrower	for negotiation

¹⁾ In case of currency exchange, the fee or commission payable in EUR shall be calculated at:

- 1) reference rate indicated in the Table of Exchange Rates for minimum and maximum commission amount if the defined currency for the commission differs from the transaction currency,
- 2) buying or selling foreign exchange rate for other banking transactions executed in currencies other than EUR, published in the Table of Exchange Rates,
- 3) another exchange rate, if so stated in the agreement.

III. Documentary credits

§ 16

Rates of fees and commissions for documentary credits are defined in Table 6.

Table 6. Documentary credits ¹⁾

1	2	3
OWN DOCUMENTARY CREDITS (ISSUED BY PKO BANK POLSKI SA NIEDERLASSUNG DEUTSCHLAND)		
1.	Commission for processing an instruction to open or amend the terms of a documentary credit	EUR 100.00
2.	Pre-advice	EUR 100.00
3.	Documentary credit opening – per each commenced three months of the validity period	0.2%, min. EUR 200.00
4.	Increase of a documentary credit amount or extension of the validity period of a documentary credit	0.2%, min. EUR 200.00
5.	Payment or acceptance of a bill of exchange	0.2%, min. EUR 200.00
6.	Other amendment of a documentary credit	EUR 50.00
7.	Cancellation of a documentary credit	EUR 50.00
8.	Return of documents submitted for a documentary credit, rejected by the Bank	EUR 100.00

9.	Acceptance of documentary credit non-compliant documents (fee collected from the beneficiary)	EUR 100.00
10.	Deferred payment (per each commenced month after the date of sending documents)	0.1%, min. EUR 50.00
11.	Endorsement or assignment	EUR 50.00
12.	Preparation, at client's request, of a documentary credit draft or a documentary credit amendment draft (per each draft)	EUR 50.00
13.	SWIFT message	EUR 10.00
THIRD PARTY DOCUMENTARY CREDITS (ISSUED BY OTHER BANKS)		
14.	Advice	EUR 100.00
15.	Documentary credit confirmation (increased by the percentage of tolerance if applicable) - per each commenced three months	for negotiation, not less than 0.2%, min. EUR 200.00
16.	Negotiation or payment	0.2%, min. EUR 100.00
17.	Validity period extension and/ or increase of the amount of a confirmed documentary credit	0.2%, min. EUR 100.00, max. EUR 300.00
18.	Advice of other amendment	EUR 80.00
19.	Acceptance of documentary credit non-compliant documents (fee collected from the beneficiary)	EUR 80.00
20.	Transfer of documentary credit	0.25%, min. EUR 300.00
21.	Preliminary examination of documents	EUR 10.00 per document
22.	Deferred payment - per each commenced month	0.1%, min. EUR 50.00
23.	Preparation of an opinion on documentary credit terms	EUR 100.00
24.	Issue of an irrevocable reimbursement commitment	for negotiation, not less than 0.2%, min. EUR 200.00
25.	SWIFT message	EUR 10.00

¹⁾ For documentary credits in currencies other than EUR, fee or commission due in EUR shall be calculated at the reference rate indicated in the Table of Exchange Rates.

IV. Guarantees

§ 17

Rates of fees and commissions for guarantees are defined in Table 7.

Table 7. Guarantees ¹⁾

1	2	3
GUARANTEES, SURETIES, COUNTER-GUARANTEES, STAND-BY LETTERS OF CREDIT ISSUED BY PKO BANK POLSKI SA NIEDERLASSUNG DEUTSCHLAND (OWN)		
1.	Commission for processing an application for grant or amendment	EUR 100.00
2.	Commission for granting - charged per each commenced three months	for negotiation, 0.5%, min. EUR 150.00
3.	Issuing a duplicate	EUR 200.00
4.	Increasing the amount or extending the validity period	for negotiation, 0.7%, min. EUR 150.00
5.	Amendment (including amendment in the form of a uniform text)	EUR 100.00
6.	Payment - on the amount requested	0.25%, min. EUR 200.00
7.	Opinion, rendered at client's request, on a form of guarantee, counter-guarantee, surety or stand-by letter of credit	EUR 100.00
8.	Support, at client's request, in negotiating terms of guarantee, counter-guarantee	EUR 100.00
9.	Cancellation of an instruction to grant a guarantee, counter-guarantee, surety or stand-by letter of credit	EUR 50.00
10.	Handling of transfer of rights under a guarantee	EUR 150.00
11.	SWIFT message	EUR 10.00
THIRD-PARTY GUARANTEES, SURETIES OR STAND-BY LETTERS OF CREDIT RECEIVED BY PKO BANK POLSKI SA NIEDERLASSUNG (ISSUED BY OTHER BANKS)		
12.	Advice	EUR 100.00
13.	Opinion rendered at beneficiary's request, on the terms of a guarantee, a surety or a stand-by letter of credit	EUR 200.00
14.	Intermediation under a guarantee or a surety	0.2%, min. EUR 200.00
15.	Authenticity verification of a guarantee, a surety or a stand-by letter of credit issued in a paper form	EUR 100.00

16.	SWIFT message	EUR 10.00
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¹⁾ For guarantees in currencies other than EUR, the fee or commission in EUR shall be calculated at the reference rate indicated in the Table of Exchange Rates.

Chapter 4. TELEPHONE SERVICES

§ 18

1. The account holder may receive all information about his accounts and products, and obtain technical support in electronic banking via the Corporate Client Service Centre. Telephone information is provided by the Bank to persons authorized by the account holder.
2. Each time a telephone call is made by an authorized person, the Bank verifies their identity. The Bank is not liable for providing information to unauthorized persons if their identity has been successfully verified.

§ 19

The account holder consents to the recording of all telephone conversations via the Corporate Client Service Center on electromagnetic information carriers and to the use of such recordings as evidence.

Chapter 5. COMPLAINTS

§ 20

1. The account holder has the right to file a complaint if they believe that the Banks has violated the contractual provisions, the Tariff or provisions of applicable law.
2. The account holder may file a complaint about products or services offered by the Bank:
 - 1) in writing - by delivering it in person to the Bank's branch or by post,
 - 2) by e-mail to the appropriate e-mail addresses,
 - 3) by telephone or during a visit at the Bank's branch, subject to a written record.
3. The current telephone numbers and addresses at which the account holder may file complaints are published on the Bank's website.
4. A complaint must specify the following identification details of the account holder:
 - 1) name/ business name, tax identification number and address of registered office,
 - 2) contact address, telephone number or e-mail address,
 - 3) bank account number, if applicable, or other account holder's details for client identification,
 - 4) description of the event subject to complaint related to a product or service offered by the Bank, together with relevant documentation or other information/ relevant proof (e.g. bank statement, copy of a payment order confirmation, etc.).
5. The Bank may require the account holder to provide additional information in writing or additional documents if necessary for resolving the complaint.
6. At the request of the account holder, the Bank shall issue a confirmation of complaint delivery in writing or another agreed form.
7. Complaints shall be resolved by the Bank without undue delay, however no later than within 15 days of their delivery. In particularly complicated cases, the Bank shall inform the account holder about the expected date for resolving the complaint and the reasons for a delayed response, no later than 35 business days from the date of complaint delivery. The time limit shall be considered met if the Bank responds on the last day of the respective deadline.
8. When the complaint is resolved, the account holder shall be notified of the outcome in writing or, at the request of the account holder, electronically (i.e. by e-mail).
9. The Bank shall consider all complaints with due care, as thoroughly and quickly as possible.