

PRINCIPLES OF MAKING CLOSED CASH DEPOSITS AND WITHDRAWALS IN PKO BANK POLSKI S.A.

Closed Cash Deposits

I. General Terms: Closed Cash Deposits

1. Closed cash deposits are made by an Account Holder or by persons designated by the Account Holder and acting on the Account Holder's behalf. The Account Holder shall be liable for actions or omissions of such persons as for own actions or omissions.
2. Closed cash deposits can be made in an ordered or in a non-ordered form. The form of making closed cash deposits is specified in the agreement concluded by an Account Holder on making closed cash deposits.
3. Making closed cash deposits in an ordered form is understood as such arrangement of closed cash deposits that:
 - 1) banknotes are arranged together into packages with 100 units or incomplete packages (fewer than 100 units);
 - 2) coins of various values are placed together, loose, in transparent plastic bags;
 - 3) packages with banknotes are separate from coin packages.
4. Making closed cash deposits in a non-ordered form is understood as such arrangement of closed cash deposits that banknotes and coins of all nominal values are loose, yet separated within a single package, i.e. coins in a separate plastic bag.
5. Closed cash deposits are posted on the accounts of the Account Holder as part of the global limit of closed cash deposits which is granted individually in the agreement.
6. If, on a given day, the total value of closed cash deposits made to accounts of the Account Holder exceeds the amount of the global limit of closed cash deposits specified in the agreement with respect to the making of closed cash deposits, a block will be registered at the account at which the closed cash deposit was registered, in the amount of the difference between the amount of operation and the amount of the available global limit (daily). Lifting the block from the Account Holder's account is registered after the cash has been counted, however not later than on the business day following the day of making such deposit.
7. In case of deposits made in currencies other than PLN, the amount of the global limit of closed cash deposits shall be reduced by the amount of deposit converted to PLN at the average rate of the National Bank of Poland applicable on a given day.
8. Verification of the limit referred to in Section 5 takes place at least once every 12 months.
9. With the aim of carrying out verification referred to in Section 8, the Account Holder is liable for delivering, at the request of PKO Bank Polski S.A., a valid report on revenues, costs and financial result and expenditure on fixed assets (in compliance with the current standard of the Central Statistical Office, GUS) or current financial statements prepared by the Account Holder.

II. Principles of making closed cash deposits posted on the basis of a payment record

10. With respect to closed cash deposits posted on the basis of a payment record (deposit on the basis of a document) the following principles of packing and arrangement of cash are applicable:
 - 1) deposits are made exclusively in a secure packaging, the opening of which is not possible without tampering it, i.e. in a plastic envelope with a self-adhesive closure, labelled with an individual alpha-numeric identifier;
 - 2) every deposit is accompanied, outside of the individual secure packaging - in case of an individual deposit - or outside in case of collective secure packaging - in case of a collective deposit, with a cash deposit document, containing:
 - a) name of Account Holder (recipient);
 - b) number of account to which a closed cash deposit is made (recipient's account);
 - c) currency and amount of closed cash deposit, expressed in digits and words;
 - d) name/ data of person making the deposit (ordering party);
 - e) title of closed cash deposit;
 - f) in case of a deposit made at a cash desk in a division of PKO Bank Polski - signature of a person preparing or delivering the deposit;
 - 3) The individual secure packaging shall feature the following information:
 - a) name of Account Holder;
 - b) currency and amount of the closed cash deposit;
 - c) if the deposit contains more than 1,000 coins, the term "COINS."
 - 4) In case of a collective deposit, i.e. several partial deposits in individual secure packages, placed in a collective secure packaging, the following information shall be featured:
 - a) name of Account Holder;
 - b) total amount and currency of deposited cash;
 - c) if the collective deposit contains more than 1,000 coins, the term "COINS."
 - 5) In case of a collective deposit, an individual identification number of a given partial deposit is additionally placed on individual secure packages forming a part of a collective deposit, assigned individually.
 - 6) In case of a collective deposit, a list of partial deposits making up the collective deposit is placed inside the collective secure packaging, containing the following data about the partial deposits:
 - a) individual identification number of a given partial deposit, referred to in sub-point 5;
 - b) amount and currency of a given partial deposit;and name of Account holder, the total amount and the currency of deposited cash.
11. In case the Account Holder, or the entities designated by the Account Holder and operating for its benefit, fail to meet the requirements specified in point 10, PKO Bank Polski S.A.:
 - 1) immediately informs the Account Holder about the detected inconsistency;
 - 2) credits the account of the Account Holder with the amount of the closed cash deposit on the date and as of the date of removing the inconsistency.
12. Closed cash deposits delivered to PKO Bank Polski S.A. cannot bear signs of tampering with the secure package and if the employee of PKO Bank Polski S.A. or persons acting for the benefit of PKO Bank Polski S.A. (in case the agreement on closed

cash deposits foresees use of bank transport services organised by PKO Bank Polski S.A.) notices any tampering with the secure package, the deposit shall not be accepted.

13. Deposits made on the basis of a document are made in a mode specified in the List of organisational units of PKO Bank Polski S.A., i.e.:
 - a) at a cash desk of any branch of PKO Bank Polski S.A., or;
 - b) to an electronic depository;
 - c) to a mechanical depository;or, if the agreement on closed cash deposits foresees use of bank transport organised by PKO Bank Polski S.A., deposits on the basis of a document are collected by the Transporting Entity from the location of an Account Holder.
14. PKO Bank Polski S.A., with the reservation of point 11, registers the amount declared in the deposit document attached to the closed cash deposit, at the account of the Account Holder indicated in such document:
 - 1) on the date and as of the date of making the closed cash deposit at the cash desk in a division of PKO Bank Polski S.A.;
 - 2) not later than on a business day following the date of collection of deposit by the Transporting Entity, as of the date of collection specified in the transport order instruction or resulting from a Schedule, if the agreement on closed cash deposits foresees the use of transport services organised by PKO Bank Polski S.A.;
 - 3) on the day of taking the closed cash deposit out from the depository, yet not later than on a business day following the date of making the deposit, as of the date:
 - a) of placing the deposit in the depository - in the case of an electronic depository;
 - b) of taking the deposit out from the depository - in the case of a mechanical depository.
15. In case of a deposit made on the basis of a document, in a currency other than the currency of the account, placed in the electronic depository or collected from the Account Holder by the Transporting Entity and posted on the Account Holder's account on the date of making the deposit or on the date of collection, with a reverse date, during registration of the deposit, relevant currency rates are applied from the last Table of Currency Rates of PKO Bank Polski S.A. applicable on the date of making the deposit or collection.

III. Principles of making closed cash deposits, registered on-line on the basis of an electronic declaration

16. Closed cash deposits registered on-line on the basis of an electronic declaration (on-line closed cash deposits) are made exclusively in a secure packaging delivered to the Account Holder by PKO Bank Polski S.A., i.e. in secure envelopes of PKO Bank Polski S.A.
17. On-line closed cash deposits are made exclusively to on-line depositories, indicated by the Account Holder, in compliance with point 25 or if the agreement on closed cash deposits foresees the use of transport services organised by PKO Bank Polski S.A., on-line closed cash deposits are collected by the Transporting Entity from the Account Holder's location.
18. Electronic declaration on an on-line closed cash deposit is filed from the Account Holder's location via the PKO Cash application, available on the iPKO Biznes website, at least 15 minutes before making the deposit to the on-line depository, or via the keyboard of the on-line depository when making the deposit.
19. If the agreement on closed cash deposits foresees the use of transport organised by PKO Bank Polski S.A., on-line cash deposits are declared exclusively via the iPKO Biznes website via the PKO Cash application. The on-line closed cash deposit declaration has to be filed prior to its submission to a Transporting Entity.
20. If, on a given day, the Account Holder made total on-line cash deposits for an amount equal to the amount specified in the agreement on making closed cash deposits as the maximum daily value of on-line closed cash deposits, declaring subsequent on-line cash deposits on such day shall not be possible.
21. Electronic declaration and placing a deposit in an on-line depository takes place in line with the instruction submitted to the Account Holder by PKO Bank Polski S.A. on making on-line cash deposits and in line with the instruction film on using the depository, available at the following address: <https://www.pkobp.pl/obsluga-wrzutni>.
22. Depositing an on-line closed cash deposit has to take place not later than within 14 days from the date of filing a declaration on such deposit via the PKO Cash application; after the lapse of such deadline, the submitted declaration shall be automatically annulled.
23. On-line closed cash deposits shall be made exclusively in a currency compliant with the account currency to which they are made.
24. PKO Bank Polski S.A. shall credit the Account Holder's account with the amount declared via the PKO Cash application, available at the iPKO Biznes website, or with the use of the keyboard of the depository, within 30 minutes from the moment (hour and minute) of making the deposit to the depository operating in an on-line mode, however not later than on the following business day after the date of making the deposit.
25. The Account Holder, with the aim of using the on-line closed cash deposit service, at least 5 business days before the planned date of making the first on-line closed cash deposit, furnishes PKO Bank Polski S.A. with the following data in written form:
 - 1) data of persons who, on behalf of the Account Holder, shall declare the on-line closed cash deposits;
 - 2) data of persons or entities who, on behalf of the Account Holder, shall deliver the deposits to the on-line depository;
 - 3) data of the location of the Account Holder from which deposits shall be made;
 - 4) on-line depositories selected by the Account Holder, to which deposits shall be made from the Account Holder's location;
 - 5) mode of filing an electronic declaration on deposits from the Account Holder's location (PKO Cash or keyboard of the on-line depository);
 - 6) data of account to which deposits shall be made from the Account Holder's location;
 - 7) e-mail addresses and contact data of persons who shall file orders for secure envelopes;and in case the agreement on closed cash deposits foresees the use of transport organised by PKO Bank Polski S.A.:
 - 8) data of persons who, on behalf of the Account Holder, shall declare on-line closed cash deposits;
 - 9) data of location of the Account Holder from which deposits shall be made;
 - 10) data of account to which deposits shall be made from the Account Holder's location;
 - 11) e-mail addresses and contact data of persons who shall file orders for secure envelopes.
26. At any moment during the term of the agreement on making closed cash deposits, the Account Holder may change the information submitted in line with point 25, or supplement it, in particular by extending the scope of using the service of on-line closed cash deposits. To this aim, PKO Bank Polski S.A. shall be informed about such changes in writing. Changes shall take effect within 5 business days from the date of their notification by the Account Holder.
27. Secure envelopes of PKO Bank Polski S.A. shall be delivered to the address specified in the order, every time after PKO Bank Polski S.A. receives, from the Account Holder or persons designated by it in line with point 25 sub-point 7) and 11), an order compliant with the template provided by PKO Bank Polski S.A. The order for secure envelopes shall be filed on a form submitted by PKO Bank Polski S.A. and transferred in properly secured electronic mail (e.g. e-mail with a file that is password-protected),

sent from e-mail addresses specified by the customer in line with point 25 sub-point 7) and 11), to the address indicated in the List of e-mail addresses to PKO Bank Polski S.A.

28. PKO Bank Polski S.A. shall not be liable for deposits declared or placed in the depository inconsistently with the instruction and inconsistently with the instruction film referred to in point 21, as well as in case the Account Holder made a deposit to the depository with respect to which the Account Holder was informed by PKO Bank Polski S.A. about its exclusion from servicing.
29. In case of failure to fulfil the terms specified in point 16 and in point 18-19, as well as in point 21-23 PKO Bank Polski S.A. shall:
 - 1) immediately contact the Account Holder to remove the inconsistencies, provided determination of the Account Holder is possible;
 - 2) credit the account of the Account Holder with the amount of the closed cash deposit on the date and as of the date of removing the inconsistency.

IV. Terms of using the depository

30. If closed cash deposits are made to depositories (mechanical or electronic) in compliance with the agreement on making closed cash deposits, or in case the Account Holder uses the on-line closed cash deposit service, PKO Bank Polski S.A. shall make a necessary number of access cards or keys to the depository available to the Account Holder or persons authorised by the Account Holder.
31. The Account Holder shall:
 - 1) not make the access cards or keys to the depository available to third parties, with the exception of persons designated by the Account Holder and entities operating for its benefit;
 - 2) immediately notify PKO Bank Polski S.A. about loss of an access card or key to the depository made available by PKO Bank Polski S.A.
32. In case an access card or a key to the depository of PKO Bank Polski S.A. has been lost, PKO Bank Polski S.A. shall charge the Account Holder with costs of issuing a duplicate card or key.

V. Principles of conduct in case of failure

33. In case of a failure of a mechanical or electronic depository, PKO Bank Polski S.A. shall accept closed cash deposits at the cash desk of a division at which a given depository is located, until removal of the failure.
34. In case of a failure of an on-line depository or no possibility of depositing an on-line closed cash deposit previously declared in the PKO Cash application, PKO Bank Polski S.A. shall accept such deposit at the cash desk of a division where a damaged on-line depository is located.
35. In case of a failure of an on-line cash depository or the PKO Cash application resulting in no possibility of filing an electronic deposit declaration, the deposit may be made as a deposit based on a document, in compliance with the principles specified in points 10-15. PKO Bank Polski S.A. shall accept such deposits at cash desks of divisions where on-line depositories are located, indicated by the Account Holder in line with point 25.

VI. Principles of conduct in case of differences in closed cash deposit

36. PKO Bank Polski S.A. calculates the cash deposited in the form of a closed cash deposit not later than within 4 business days calculating from the day on which the deposit was posted on the Account Holder's account, with the reservation of point 6.
37. Calculation of funds deposited as a closed cash deposit is not made in the presence of the Account Holder.
38. In case any differences have been detected in a closed cash deposit between the amount of the deposit declared on the payment record or in PKO Cash or on the keyboard of the depository, and the actual amount of closed cash deposit, pertaining both to overpayment and underpayment, PKO Bank Polski S.A. shall prepare a report, which forms a basis for debiting or crediting the account to which a closed cash deposit was made with the amount of the difference. The Account Holder shall accept the report which is the sole evidence for ascertaining a difference between the amount of deposit declared on the payment record or in PKO Cash or on the keyboard of the depository and the actual amount of the closed cash deposit.
39. In case of a collective deposit, referred to in point 10, sub-point 4-6, PKO Bank Polski S.A. shall include detailed information in the report referred to in point 38 about differences between the amounts declared in the list referred to in point 10, sub-point 6, and the actual amounts placed in individual secure packages forming the collective deposit.
40. Inclusion, in a closed cash deposit, of legal tender:
 - 1) which is not subject to exchange in PKO Bank Polski S.A. due to wear and tear or damage;
 - 2) currency other than the currency in which the deposit instruction was submitted;
 - 3) not covered by purchase in PKO Bank Polski S.A.,
 - 4) raising doubts as to its authenticity;constitutes underpayment.
41. In a case referred to in point 38, PKO Bank Polski S.A., as of the date at which the closed cash deposit was posted on the account:
 - 1) shall debit the Account Holder's account to which a closed cash deposit was made, with the amount of the ascertained underpayment, irrespective of the available funds on the account, or;
 - 2) shall credit the Account Holder's account to which a closed cash deposit was made, with the amount of the ascertained overpayment;and shall immediately inform the Account Holder about the ascertained difference in a manner specified in the agreement on making closed cash deposits.
42. In the case referred to in point 41 sub-point 1, the Account Holder shall ensure sufficient funds available at the account.
43. In case of a closed cash deposit in a currency other than the currency of the account, when settling the difference, relevant currency rates from the Table of Currency Rates of PKO Bank Polski S.A. shall be applied as of the date on which the deposit was posted.
44. PKO Bank Polski S.A. shall, in a mode agreed with the Account Holder:
 - 1) deliver the legal tender referred to in point 40 sub-point 1-3 to the Account Holder, or, in case of return of such legal tender by the National Bank of Poland - legal tender in a foreign currency referred to in point 40 sub-point 4,
 - 2) transfer the nominal amount of the legal tender in Polish currency, referred to in point 40 sub-point 4, determined as authentic as a result of an expertise, to the Account Holder's account to which the deposit was made;
 - 3) deliver any other items that were included in the deposit to the Account Holder.

CLOSED CASH WITHDRAWALS

VII. Principles of making closed cash withdrawals

45. If the agreement on closed cash withdrawals foresees ordering of closed cash withdrawals based on an instruction, the Account Holder shall determine the amount of a closed cash withdrawal on a time to time basis, hereinafter referred to as the "withdrawal instruction", compliant with the template submitted to the Account Holder by PKO Bank Polski S.A.
46. Closed cash withdrawals are delivered to the Account Holder or persons authorised by the Account Holder at the cash desk, every time after PKO Bank Polski S.A. has received a withdrawal instruction from the Account Holder.
47. PKO Bank Polski S.A. shall debit the Account Holder's account from which the closed cash withdrawal is made with the amount of withdrawal on the date of processing the closed cash withdrawal.
48. Closed cash withdrawal instruction at the cash desk:
 - 1) may be processed on the day of its submission, provided the amount of withdrawal does not exceed the amount of individual withdrawal specified in the Notification and was filed at least 4 hours before the expected time of processing and not later than 4 hours before the end of work in the division;
 - 2) exceeding the amount of individual withdrawal specified in the Notification is filed by the Account Holder at the latest 2 business days before the date of its processing.
49. The closed cash withdrawal instruction in a convertible currency other than euro (EUR), American dollar (USD), Swiss franc (CHF) and British pound (GBP) shall be filed by the Account Holder at the latest 4 business days before the date of its processing.
50. PKO Bank Polski S.A. shall have a right to refuse processing a closed cash withdrawal referred to in point 49 or suggest another date of processing such withdrawal.
51. PKO Bank Polski S.A. shall inform the Account Holder via telephone about its refusal to process the withdrawal referred to in point 49 or about a proposal of another date of processing the withdrawal, at the telephone number provided by the Account Holder in the withdrawal instruction within 2 business days from the date of filing the instruction.
52. PKO Bank Polski S.A. shall not process withdrawal instructions filed in violation of terms specified in point 48 and 49. PKO Bank Polski S.A. shall immediately notify the Account Holder about it via telephone, at the number provided by the Account Holder in the instruction.
53. In case the Account Holder fails to collect the closed cash withdrawal due to causes attributable to the Account Holder, PKO Bank Polski S.A. shall collect commission from the Account Holder as for a processed withdrawal.

VIII. Mode of cash packaging and arrangement: closed cash withdrawals

54. PKO Bank Polski S.A. processes closed cash withdrawals exclusively in secure packaging, the opening of which is not possible without signs of tampering it, i.e.: in a plastic envelope with a self-adhesive closure or in a sealed bag made of fabric, which is to be returned to PKO Bank Polski S.A. when processing a subsequent closed cash withdrawal instruction.
55. Currencies which form a closed cash withdrawal are arranged, packed and labelled in line with the internal provisions applicable in PKO Bank Polski S.A.
56. PKO Bank Polski S.A. labels each individual secure packaging with the following elements:
 - 1) name of organisational unit of PKO Bank Polski S.A.;
 - 2) name of Account Holder: withdrawal recipient;
 - 3) currency and amount of closed cash withdrawal;
 - 4) date and signatures of persons preparing the withdrawal;and attaches a nominal specification for the processed withdrawal inside the packaging.
57. PKO Bank Polski S.A. processes closed cash withdrawals in line with a specification determined in a withdrawal instruction or withdrawal with a transport option. Should it be impossible to process a withdrawal in line with the specification, PKO Bank Polski S.A. shall exercise any effort to make the withdrawal as close as possible to the specification made by the Account Holder.

IX. Principles of conduct in case of differences in closed cash withdrawal

58. The Account Holder shall calculate the closed cash withdrawal in the presence of a committee on the day when the withdrawal was collected.
59. The calculation referred to in point 58 shall not be attended by the person handing over the withdrawal.
60. If the Account Holder ascertains any inconsistencies in the collected closed cash withdrawal, the Account Holder shall prepare, in line with a template provided by PKO Bank Polski S.A., a Report on Differences in Closed Cash Withdrawal in two counterparts.
61. The Account Holder shall immediately send a copy of the report referred to in point 60, to the e-mail address of its Account Manager in the Corporate Customer Service Centre and subsequently the original of the report, along with all elements of withdrawal packaging via post to the address of the organisational unit of PKO Bank Polski S.A. which prepared the withdrawal, not later than on the business day following the date of collection of the withdrawal in which differences were ascertained. PKO Bank Polski S.A. shall treat the sending of the Report on Differences in Closed Cash Withdrawal as submission of a complaint.
62. Complaints are processed in line with the principles specified in the "Regulations of Bank Accounts for Corporate Market Customers in PKO Bank Polski S.A."
63. PKO Bank Polski S.A. shall inform the Account Holder about the result of negative examination of the complaint.
64. In case of positive examination of the complaint, PKO Bank Polski S.A.:
 - 1) shall credit the account from which a closed cash withdrawal was made, with the amount of ascertained underpayment;
 - 2) shall debit the account from which a closed cash withdrawal was made, with the amount of the ascertained overpayment; In case the balance of available funds at the account is not sufficient to settle the ascertained overpayment, the Account Holder shall immediately return the amount of overpayment.
65. In case of a closed cash withdrawal in a currency other than the currency of the account, when settling the difference, relevant currency rates from the Table of Currency Rates of PKO Bank Polski S.A. shall be applied as of the date on which the withdrawal was posted.