

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

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Effective as of 15.12.2019



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:  
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Postal address: European Central Bank, 60640 Frankfurt am Main  
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**Table of contents:**

**Chapter 1. GENERAL PROVISIONS**

- I. Terms of charging fees and commissions
- II. Interest rate terms for deposits and loans

**Chapter 2. INTEREST RATES**

- I. Interest rates on deposits – Table 1
- II. Interest rates on business loans – Table 2
- III. Interest rates on overdue debt and unauthorized overdrafts on non-savings bank accounts – Table 3

**Chapter 3. RATES OF FEES AND COMMISSIONS**

- I. Non-savings bank accounts and related services – Table 4
- II. Loan financing of business activities – Table 5
- III. Documentary credits – Table 6
- IV. Guarantees – Table 7

**Chapter 4. TERMS OF EXECUTION OF PAYMENT ORDERS – Table 8**

**Chapter 5. TERMS OF EXECUTION OF SEPA DIRECT DEBIT – Table 9**

**Chapter 6. TELEPHONE SERVICES**

**Chapter 7. COMPLAINTS**

**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 Polish or English or German.
2. In the case of discrepancies between the Polish and English versions of the Tariff, the English version shall apply.
3. In the case of discrepancies between the Polish 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.

**§ 4**

1. The products and services offered at the Bank shall be subject to the Polish calendar of business days, subject to §19. 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 (Allgemeine Geschäftsbedingungen).

**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.
6. 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, 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 % <sup>2)</sup>  |      |      |      |
|---|--|--|------|------|------|
| NON-SAVINGS BANK ACCOUNTS <sup>1)</sup> |  | 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 % <sup>2)</sup>  |      |      |      |
| AUTOMATIC DEPOSIT <sup>3) 4)</sup>      |  | USD  | GBP  |      |      |
| 1                                       | 2  | 3  | 4    |      |      |
| 3.                                      | Automatic deposit  | 0.10   | 0.20 |      |      |
| 4.                                      | Automatic deposit in PLN   | Interest rate not higher than calculated according to formula: WIBID O/N x 0.45 for automatic deposits set up during end-of-day processing, where reference rates are as of the service activation day |      |      |      |
| 5.                                      | Automatic deposit in other currencies listed in the Table of Exchange Rates <sup>5)</sup>    | 0.00   |      |      |      |
| NEGOTIATED DEPOSITS <sup>6) 7)</sup>    |  |  |      |      |      |
| 1                                       | 2  | 3  |      |      |      |
| 6.                                      | Negotiated deposit   | Interest rate negotiated each time   |      |      |      |

<sup>1)</sup> 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 current account on which a working capital loan was granted - on a monthly basis starting from the day of granting the loan.

<sup>2)</sup> The bank may change the interest rate on funds held on non-savings bank accounts and automatic deposits 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.

<sup>3)</sup> The minimum amount of an automatic deposit in PLN, GBP, USD and other currencies listed in the Table of Exchange Rates - the equivalent of EUR 25,000 at the average exchange rate of the European Central Bank, published by the German Federal Bank (Deutsche Bundesbank), in effect on the day of registration of the automatic deposit service.

<sup>4)</sup> Interest rate and payment of interest on automatic deposit:

1. Interest rates on funds on automatic deposit accounts are per annum rates.
2. In the banking systems' end-of-day processing, interest is credited to the bank account on which the automatic deposit was set up and then transferred together with the automatic deposit amount to the non-savings bank account.
3. The accounting period is 1 day, and if the day on which the automatic deposit is set up is followed by non-business days, also those days.
4. Interest is accrued for the period from the date funds are deposited as an automatic deposit until the day preceding the day on which the automatic deposit amount, together with accrued interest, are transferred to the non-savings bank account.

<sup>5)</sup> Opening of automatic deposits in EUR is temporarily suspended.

<sup>6)</sup> The minimum amount of a negotiated deposit for individual currencies is: PLN 100,000, EUR 25,000, USD 25,000, GBP 25,000.

<sup>7)</sup> Interest rates on negotiated deposits:

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

|    |   | 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 |
|----|------------------------------------|--|

<sup>1)</sup> The Bank's margin is agreed upon individually through negotiation.

<sup>2)</sup> 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 as quoted in the Table of Exchange Rates.
  - 1) EURIBOR 1M, LIBOR 1M or WIBOR 1M – for 1M interbank deposits:
    - a) as quoted in the Table of Exchange Rates in effect on the day preceding the start of an accounting period – for loans granted for up to one month, with a fixed interest rate,
    - b) as quoted in the Table of Exchange Rates in effect on the day preceding the start of each accounting period for which applicable interest on the loan is accrued and paid – for loans granted with a variable interest rate, subject to letter c,
    - c) as quoted in the Table of Exchange Rates in effect on the start day of each accounting period for which applicable interest on the loan is accrued and paid, in the case of clients to whom a working capital loan in current account or a revolving working capital loan has been granted.
  - 2) EURIBOR 3M, LIBOR 3M or WIBOR 3M – for 3M interbank deposits:
    - a) as quoted in the Table of Exchange Rates in effect on the day preceding the start of each accounting period – for loans granted for up to three months, with a fixed interest rate,
    - b) as quoted in the Table of Exchange Rates in effect on the day preceding the start of each accounting period for which applicable interest on the loan is accrued and paid – for loans granted with a variable interest rate,
  - 3) EURIBOR 6M, LIBOR 6M or WIBOR 6M – for 6M interbank deposits, as quoted in the Table of Exchange Rates in effect on the day preceding the start of each accounting period – for loans granted for up to six months, with a fixed interest rate,
  - 4) EURIBOR 12M, LIBOR 12M or WIBOR 12M – for 12M interbank deposits, as quoted in the Table of Exchange Rates in effect on the day preceding the start of each accounting period – for loans granted for up to twelve months, with a fixed interest rate.
2. If the Table of Exchange rates quoting the relevant EURIBOR, LIBOR or WIBOR is not published on a given day, the relevant EURIBOR, LIBOR or WIBOR quoted in the last effective Table of Exchange Rates published on the preceding day shall be used instead.
3. If the reference rate reaches a value which is equal to or lower than 0, interest rate shall be determined on the basis of a reference rate equal to 0.

### 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"> <li>1. Any unauthorized overdraft shall become overdue and payable debt as of the day it arises.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>5. The Bank shall collect amounts payable in the following order: <ol style="list-style-type: none"> <li>1) debt arising from unauthorized overdraft;</li> <li>2) interest on debt arising from unauthorized overdraft.</li> </ol> </li> <li>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.</li> </ol> |  |
| 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 services**

| 1                                       | 2  | 3                                     |
|---|--|---------------------------------------|
| NON-SAVINGS BANK ACCOUNTS <sup>1)</sup> |  |                                       |
| 1.                                      | Opening a non-savings bank account   | EUR 0.00                              |
| 2.                                      | Maintenance of a non-savings bank account (monthly)  | EUR 20.00                             |
| 3.                                      | Bank statements issued as an electronic file   | EUR 0.00                              |
| 4.                                      | Certificates, opinions, documents related to non-savings bank accounts                           | EUR 20.00                             |
| 5.                                      | Opening and maintenance of an automatic deposit account (monthly)                                | EUR 0.00                              |
| 6.                                      | Activities related to consolidation of balances, including under consolidated account agreement: |                                       |
|   | 1) launching a structure (one-off fee)   | EUR 150.00                            |
|   | 2) maintenance of a structure (monthly, per each account)  | EUR 10.00                             |
| 7.                                      | Services related to virtual consolidation of balances:   |                                       |
|   | 1) preparation of a structure (one-off fee)  | according to an agreement with client |

|                                    |  |  |  |
|------------------------------------|--|--|--|
|                                    | 2)   | launching a structure (one-off fee)  | according to an agreement with client  |
|                                    | 3)   | maintenance of a structure (monthly, per each account)   | according to an agreement with client  |
| 8.                                 | Activities related to Real Cash Pooling service:   |  |  |
|                                    | 1)   | preparation of a structure (one-off fee)   | according to an agreement with client  |
|                                    | 2)   | launching a structure (one-off fee)  | according to an agreement with client  |
|                                    | 3)   | maintenance of a structure (monthly, per each account)   | according to an agreement with client  |
| 9.                                 | Maintenance of a large account balance on current/ auxiliary EUR accounts – on the total average monthly balance on the accounts minus EUR 1 million.<br><br>Note:<br>The fee is charged monthly if the total average monthly balance on the accounts exceeds EUR 1 million.<br>The fee for a given month is charged if the deposit interest rate of the European Central Bank on the last day of the month is negative. |  | 1/12 of the absolute value of the current deposit interest rate for EUR published by the European Central Bank |
| ELECTRONIC BANKING <sup>1)</sup>   |  |  |  |
| 10.                                | EBICS:   |  |  |
|                                    | 1)   | service launch (one-off fee, per company registered in the system)   | EUR 250.00   |
|                                    | 2)   | use of a system (monthly, per each account)  | EUR 20.00  |
| 11.                                | PKO webConnect / iPKO biznes:  |  |  |
|                                    | 1)   | use of the system (monthly, per each account)  | EUR 15.00  |
|                                    | 2)   | issue of a token (per user)  | EUR 50.00  |
| TRANSFERS <sup>2) 3)</sup>         |  |  |  |
| 12.                                | Internal transfers<br>Transfers to bank accounts held in any branch of PKO Bank Polski SA, in the currency of a debited or credited account  |  | EUR 0.00   |
| 13.                                | SEPA transfers (SEPA CT):<br>Foreign transfers in EUR within the SEPA area, including Germany, with SHA cost instruction   |  |  |
|                                    | 1)   | outgoing SEPA transfers with TOMNEXT value date for the Bank   | EUR 0.00   |
|                                    | 2)   | outgoing SEPA transfers with OVERNIGHT value date for the Bank   | EUR 5.00   |
|                                    | 3)   | incoming SEPA transfers  | EUR 0.00   |
| 14.                                | Foreign transfers in PLN to Poland:  |  |  |
|                                    | 1)   | sent via Elixir  | EUR 6.00   |
|                                    | 2)   | sent via SORBNET2<br><br>Note:<br>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  |
| 15.                                | Other foreign transfers:   |  |  |
|                                    | 1)   | outgoing   | 0.25%, min. EUR 10.00, max. EUR 80.00  |
|                                    | 2)   | incoming   | 0.15%, min. EUR 10.00, max. EUR 50.00  |
|                                    | 3)   | additional fee for urgent execution of a foreign transfer<br><br>Note:<br>Fee for executing a foreign transfer with OVERNIGHT value date for the Bank. Urgent transfer execution is available for transfer orders in the following currencies: EUR, USD, GBP and PLN, unless an individual agreement states otherwise. | EUR 10.00  |
|                                    | 4)   | additional fee for OUR cost instruction  | EUR 25.00  |
| 16.                                | Additional services for transfers<br>including: supplements, amendments, inquiries, cancellations, refunds, confirmations.   |  | EUR 20.00 + third-party bank costs   |
| 17.                                | 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 <sup>1) 4)</sup> |  |  |  |
| 18.                                | Acceptance of an order to send an electronic SEPA Direct Debit message<br><br>Note:<br>Applicable to CORE, B2B schemes.  |  | EUR 0.50   |
| 19.                                | Acceptance of an order to withdraw/ reverse a previously sent electronic SEPA Direct Debit message   |  | EUR 0.50   |

|                                       |   |  |
|---------------------------------------|---|--|
| 20.                                   | Notification of an authorized refusal to execute direct debit   | EUR 0.00                                     |
| 21.                                   | Processing of a rejection or a refund request order   | EUR 5.00                                     |
| 22.                                   | Processing of a refund request order for unauthorized transaction   | EUR 50.00                                    |
| 23.                                   | Execution of SEPA Direct Debit (debiting an account)  | EUR 0.00                                     |
| 24.                                   | Blockade registration   |  |
|                                       | 1) via electronic banking system  | EUR 0.00                                     |
|                                       | 2) submitted in paper form  | EUR 5.00                                     |
| 25.                                   | Handling of an unjustified complaint about a refund request for unauthorized transaction                          | EUR 50.00                                    |
| 26.                                   | Mandate registration <sup>5)</sup>  |  |
|                                       | 1) via electronic banking system  | EUR 0.00                                     |
|                                       | 2) submitted in paper form  | EUR 5.00                                     |
| 27.                                   | Mandate amendment <sup>5)</sup>   |  |
|                                       | 1) via electronic banking system  | EUR 0.00                                     |
|                                       | 2) submitted in paper form  | EUR 3.00                                     |
| 28.                                   | Mandate cancellation <sup>5)</sup>  |  |
|                                       | 1) via electronic banking system  | EUR 0.00                                     |
|                                       | 2) submitted in paper form  | EUR 3.00                                     |
| 29.                                   | Intermediation in granting of Creditor Identifier (CID)<br>Note: Applicable to Polish residents applying for CID. | EUR 15.00                                    |
| PKO VISA BUSINESS DEBIT DE DEBIT CARD |   |  |
| 30.                                   | Card issuance   | EUR 0.00                                     |
| 31.                                   | Annual fee per card<br>Note:<br>Fee charged in advance.   | EUR 10.00                                    |
| 32.                                   | Fee for monthly card service  | EUR 0.00                                     |
| 33.                                   | Monthly settlement of domestic and foreign non-cash transactions – on the value of transaction                    | EUR 0.00                                     |
| 34.                                   | Fee for changing monthly transaction limit or daily card limits   | EUR 0.00                                     |
| 35.                                   | Reporting card loss or theft, and subsequent new card issue   | EUR 0.00                                     |
| 36.                                   | Change of PIN via hotline or at the ATM of PKO Bank Polski SA   | EUR 0.00                                     |
| 37.                                   | Currency exchange of a non-EUR card transaction – on the value of transaction <sup>6)</sup>                       | 2%   |
| 38.                                   | Cash withdrawals – per transaction:   |  |
|                                       | 1) at domestic ATMs   | EUR 0.00/2.50 <sup>7)</sup>                  |
|                                       | 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 <sup>7)</sup>                  |
|                                       | 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 <sup>8)</sup> )  | EUR 1.00                                     |
| 39.                                   | Cash withdrawal in PLN at ATM, branch or agency of PKO Bank Polski SA in Poland – per transaction                 | EUR 0.00                                     |
| 40.                                   | Re-order of PIN   | EUR 5.00                                     |
| 41.                                   | Issuance of a new card in express mode (i.e. within five business days from the instruction date) – additionally  | EUR 12.50 + shipping cost                    |
| 42.                                   | Emergency cash withdrawal   | according to Visa Europe rates <sup>9)</sup> |

- <sup>1)</sup> In the case of currency exchange, the fee or commission payable in EUR shall be calculated at:
- 1) average exchange rate of the European Central Bank 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.
- <sup>2)</sup> 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.
- <sup>3)</sup> The terms of execution of payment orders are defined in Table 8.
- <sup>4)</sup> The terms of execution of SEPA DIRECT DEBIT are defined in Table 9.
- <sup>5)</sup> Applicable to B2B scheme.
- <sup>6)</sup> 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.
- <sup>7)</sup> The first three cash withdrawals in a calendar month are exempt from fees.
- <sup>8)</sup> The maximum amount of cash withdrawal is defined in an Announcement of PKO Bank Polski SA.
- <sup>9)</sup> 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 <sup>1)</sup>**

| 1   | 2  | 3  |
|-----|--|--|
| 1.  | Arrangement fee (on transaction amount) for services associated with: <ul style="list-style-type: none"> <li>- grant of a loan,</li> <li>- increase of the loan amount,</li> <li>- extension of the term of the loan agreement,</li> <li>- change of the loan currency.</li> </ul> <p>Note:<br/>As a rule, the fee is charged in advance. Collected fee is not returnable.</p> | according to an agreement with client          |
| 2.  | Grant of a loan commitment   | EUR 40.00                                      |
| 3.  | Consultation, advice   | according to an agreement with client          |
| 4.  | 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   | EUR 15.00                                      |
|     | 2) loan amount reduction by PKO Bank Polski SA   | EUR 15.00                                      |
| 5.  | Grant or increase of the amount of: loan in current account / revolving loan/ non-revolving loan/ investment loan  | according to an agreement with client          |
| 6.  | Non-cash disbursement of a loan in current account   | according to the rates for transfers           |
| 7.  | On the non-disbursed loan amount (commitment fee)  | according to an agreement with client          |
|     | Note:<br>The fee is collected from the granted and not disbursed loan amount, which is not limited by disbursement conditions.   |  |
| 8.  | Amendment of the loan agreement at client's request with regard to:  |  |
|     | 1) extension - on the amount subject to extension  | according to an agreement with client          |
|     | 2) repayment schedule - on the amount affected by the amendment  | according to an agreement with client          |
|     | 3) pricing terms - on the amount affected by the amendment   | according to an agreement with client          |
|     | 4) currency - on the amount of current debt together with the remaining loan amount to be disbursed  | according to an agreement with client          |
|     | 5) terms other than those defined in items 1 to 4  | according to an agreement with client          |
|     | Note:<br>For 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.   |  |
| 9.  | On earlier repaid amount of the loan (early repayment fee)   | according to an agreement with client          |
|     | Note:<br>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.  |  |
| 10. | Loan handling services:  |  |
|     | 1) repeated delivery of documents to the client (e.g. regarding establishment and release of security, written notice of interest rate changes) 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 |

|     |  |                                       |
|-----|--|---------------------------------------|
| 11. | Agent's commission (for syndicated loans arranged by PKO Bank Polski SA) collected from the borrower | according to an agreement with client |
|-----|--|---------------------------------------|

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

- 1) average exchange rate of the European Central Bank 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 <sup>1)</sup>

| 1   | 2  | 3  |
|---|--|--|
| DOCUMENTARY CREDITS ISSUED BY PKO BANK POLSKI 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 | according to an agreement with client, 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   | 10.00 EUR 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   | according to an agreement with client, not less than 0.2%, min. EUR 200.00 |
| 25.   | SWIFT message  | EUR 10.00  |

<sup>1)</sup> For documentary credits in currencies other than EUR, fee or commission due in EUR shall be calculated at the average exchange rate of the European Central Bank.



#### IV. Guarantees

#### § 17

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

**Table 7. Guarantees** <sup>1)</sup>

| 1   | 2   | 3  |
|---|---|--|
| <b>GUARANTEES, SURETIES, COUNTER-GUARANTEES, STAND-BY LETTERS OF CREDIT ISSUED BY PKO BANK POLSKI NIEDERLASSUNG DEUTSCHLAND (OWN)</b>   |   |  |
| 1.  | Commission for processing an application for grant or amendment   | EUR 100.00   |
| 2.  | Commission for granting – charged per each commenced three months   | according to an agreement with client, 0.5%, min. EUR 150.00 |
| 3.  | Issuing a duplicate   | EUR 200.00   |
| 4.  | Increasing the amount or extending the validity period  | according to an agreement with client, 0.5%, 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.  | Cancellation of an instruction to grant a guarantee, counter-guarantee, surety or stand-by letter of credit           | EUR 50.00  |
| 9.  | Handling of transfer of rights under a guarantee  | EUR 150.00   |
| 10.   | SWIFT message   | EUR 10.00  |
| <b>THIRD-PARTY GUARANTEES, SURETIES OR STAND-BY LETTERS OF CREDIT RECEIVED BY PKO BANK POLSKI NIEDERLASSUNG (ISSUED BY OTHER BANKS)</b> |   |  |
| 11.   | Advice  | EUR 100.00   |
| 12.   | Opinion rendered at beneficiary's request, on the terms of a guarantee, a surety or a stand-by letter of credit       | EUR 200.00   |
| 13.   | Intermediation in lodging a claim under a guarantee or a surety   | 0.2%, min. EUR 200.00  |
| 14.   | Payment   | 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  |

<sup>1)</sup> For guarantees in currencies other than EUR, the fee or commission in EUR shall be calculated at the average exchange rate of the European Central Bank.

#### Chapter 4.

#### TERMS OF EXECUTION OF PAYMENT ORDERS

#### § 18

Terms of execution of payment orders are defined in Table 8.

**Table 8. Terms of execution of payment orders**

| 1   | 2  |
|---|--|
| <b>OUTGOING TRANSFERS</b>                                   |  |
| 1.  | Internal transfers (including from PKO Bank Polski SA Niederlassung Deutschland to PKO Bank Polski's polish and foreign branches): |
| – currency  | all currencies quoted in the Table of Exchange Rates   |
| – cut-off time  | any  |
| – value date for the Bank                                   | D0   |
| – acceptable cost instruction                               | -  |
| – exchange rate used for settlement of fees and commissions | no fees or commissions   |
| 2.  | SEPA transfers (SEPA CT) with the TOMNEXT value date for the Bank:   |
| – currency  | EUR  |
| – cut-off time  | 2:15 pm  |
| – value date for the Bank                                   | D1   |
| – acceptable cost instruction                               | SHA  |
| – exchange rate used for settlement of fees and commissions | ECB average exchange rate  |
| 3.  | SEPA transfers (SEPA CT) with the OVERNIGHT value date for the Bank:   |

|    |   |  |
|----|---|--|
|    | - currency  | EUR  |
|    | - cut-off time  | 11:05 am   |
|    | - value date for the Bank                                   | D0   |
|    | - acceptable cost instruction                               | SHA  |
|    | - exchange rate used for settlement of fees and commissions | ECB average exchange rate  |
| 4. | Foreign transfers in PLN to Poland via Elixir:              |  |
|    | - currency  | PLN  |
|    | - cut-off time  | 2:30 pm  |
|    | - value date for the Bank                                   | D0   |
|    | - acceptable cost instruction                               | -  |
|    | - exchange rate used for settlement of fees and commissions | buying/ selling rate for foreign currencies  |
| 5. | Foreign transfers in PLN to Poland via SORBNET2:            |  |
|    | - currency  | PLN  |
|    | - cut-off time  | 3:30 pm  |
|    | - value date for the Bank                                   | D0   |
|    | - acceptable cost instruction                               | -  |
|    | - exchange rate used for settlement of fees and commissions | buying/ selling rate for foreign currencies  |
| 6. | Other foreign transfers, including:                         |  |
|    | 1)  | PKO Intercompany Payments (transfers to accounts pre-defined by the Bank's client, maintained by banks whose SWIFT BIC starts with NDEA, executed with the OVERNIGHT value date for the Bank and separately agreed cut-off time, in defined currencies): |
|    | - currency  | DKK, EUR, GBP, NOK, PLN, SEK, USD, where the transfer currency must match the account currency   |
|    | - cut-off time  | 3:30 pm  |
|    | - value date for the Bank                                   | D0   |
|    | - acceptable cost instruction                               | SHA  |
|    | - exchange rate used for settlement of fees and commissions | ECB average exchange rate  |
|    | 2)  | transfers to EEA countries with the SPOT value date for the Bank (European Economic Area - all EU countries and Iceland, Norway, Liechtenstein):   |
|    | - currency  | all currencies quoted in the Table of Exchange Rates   |
|    | - cut-off time  | 2:15 pm  |
|    | - value date for the Bank                                   | D2   |
|    | - acceptable cost instruction                               | SHA  |
|    | - exchange rate used for settlement of fees and commissions | ECB average exchange rate  |
|    | 3)  | transfers to EEA countries with the TOMNEXT value date for the Bank (European Economic Area - all EU countries and Iceland, Norway, Liechtenstein):  |
|    | - currency  | AUD, BGN, CAD, CHF, CNY, CZK, DKK, EUR, GBP, HUF, JPY, NOK, PLN, RON, RUB, SEK, USD  |
|    | - cut-off time  | 2:15 pm  |
|    | - value date for the Bank                                   | D1   |
|    | - acceptable cost instruction                               | SHA  |
|    | - exchange rate used for settlement of fees and commissions | ECB average exchange rate  |
|    | 4)  | transfers to EEA countries with the OVERNIGHT value date for the Bank (European Economic Area - all EU countries and Iceland, Norway, Liechtenstein):  |
|    | - currency  | EUR, GBP, PLN, USD   |
|    | - cut-off time  | 2:15 pm  |
|    | - value date for the Bank                                   | D0   |
|    | - acceptable cost instruction                               | SHA  |
|    | - exchange rate used for settlement of fees and commissions | ECB average exchange rate  |
|    | 5)  | foreign transfers with the SPOT value date for the Bank, other than those listed above:  |

|                           |  |  |
|---------------------------|--|--|
|                           | – currency   | all currencies quoted in the Table of Exchange Rates   |
|                           | – cut-off time   | 2:15 pm  |
|                           | – value date for the Bank  | D2   |
|                           | – acceptable cost instruction  | SHA, OUR, BEN  |
|                           | – exchange rate used for settlement of fees and commissions                                  | ECB average exchange rate  |
| 6)                        | foreign transfers with the TOMNEXT value date for the Bank, other than those listed above:   |  |
|                           | – currency   | AUD, BGN, CAD, CHF, CNY, CZK, DKK, EUR, GBP, HUF, JPY, NOK, PLN, RON, RUB, SEK, USD  |
|                           | – cut-off time   | 2:15 pm  |
|                           | – value date for the Bank  | D1   |
|                           | – acceptable cost instruction  | SHA, OUR, BEN  |
|                           | – exchange rate used for settlement of fees and commissions                                  | ECB average exchange rate  |
| 7)                        | foreign transfers with the OVERNIGHT value date for the Bank, other than those listed above: |  |
|                           | – currency   | EUR, GBP, PLN, USD   |
|                           | – cut-off time   | 2:15 pm  |
|                           | – value date for the Bank  | D0   |
|                           | – acceptable cost instruction  | SHA, OUR, BEN  |
|                           | – exchange rate used for settlement of fees and commissions                                  | ECB average exchange rate  |
| <b>INCOMING TRANSFERS</b> |  |  |
| 7.                        | SEPA transfers (SEPA CT):  |  |
|                           | – currency   | EUR  |
|                           | – cut-off time   | 5:15 pm  |
|                           | – value date for the Bank  | the day the order is received (including receipt of funds), unless a later transfer date is stated in the transfer order, provided that the order is received by a specified time (cut-off time) |
|                           | – acceptable cost instruction  | SHA  |
|                           | – exchange rate used for settlement of fees and commissions                                  | no fees or commissions   |
| 8.                        | Foreign transfers in PLN received from Poland:   |  |
|                           | – currency   | PLN  |
|                           | – cut-off time   | any  |
|                           | – value date for the Bank  | the day the order is received (including receipt of funds), unless a later transfer date is stated in the transfer order received  |
|                           | – acceptable cost instruction  | -  |
|                           | – exchange rate used for settlement of fees and commissions                                  | no fees or commissions   |
| 9.                        | Transfers other than those listed above:   |  |
|                           | – currency   | any  |
|                           | – cut-off time   | 3:30 pm  |
|                           | – value date for the Bank  | the day the order is received (including receipt of funds), unless a later transfer date is stated in the transfer order, provided that the order is received by a specified time (cut-off time) |
|                           | – acceptable cost instruction  | according to cost instruction stated in the order  |
|                           | – exchange rate used for settlement of fees and commissions                                  | ECB average exchange rate  |

**Chapter 5.  
TERMS OF EXECUTION OF SEPA DIRECT DEBIT**

**§ 19**

Terms of execution of direct debits are defined in Table 9.

**Table 9. Terms of execution of SEPA DIRECT DEBIT**

| 1  |  | 2   |
|----|--|---|
| 1. | Cut-off time   |   |
|    | 1)   | SEPA Core Direct Debit (for the first, one-off and subsequent payments) 1 business day before settlement date, by 7:30 am |
|    | 2)   | SEPA B2B Direct Debit (for the first, one-off and subsequent payments) 1 business day before settlement date, by 7:30 am  |
| 2. | Currency exchange rates  |   |
|    | If settlement with the client is made in a currency other than the payment currency, current exchange rates published in the Table of Exchange Rates on the order execution day are applied. To settle chargebacks and refunds of SEPA Direct Debit, the exchange rates from the transaction settlement date are applied.  |   |
| 3. | Business days  |   |
|    | SEPA Direct Debit orders are executed on all business days except: Saturdays, New Year's Day, Good Friday, Easter Monday, 1 May, 25 and 26 December, subject to § 4.   |   |
| 4. | Blockade for SEPA Direct Debit   |   |
|    | A general blockade for SEPA Direct Debit payments may be registered on the account, as well as a blockade for payments to specific beneficiaries. Blockade registration orders may be submitted via electronic banking or by other means agreed upon with the Bank.  |   |
| 5. | Execution of a refund order  |   |
|    | The Bank credits the client's (payer's) account on the day of the order to refund a paid SEPA Direct Debit with the refund amount together with interest (at EONIA interest rate) charged by the Bank on the refund amount, for the period from the date of debiting the account until the day preceding the client's refund order.<br>The recipient's account is debited with the total amount of the single SEPA Direct Debit refunded to the payer and interest owed to the payer, determined by the payer's bank.<br>If the EONIA interest rate reaches a value which is equal to or lower than 0, interest rate shall be determined on the basis of its value equal to 0. |   |

**Chapter 6.  
TELEPHONE SERVICES**

**§ 20**

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 Center. 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.

**§ 21**

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 7.  
COMPLAINTS**

**§ 22**

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 manner.
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.