

## TERMS AND CONDITIONS OF THE AGREEMENT FOR ACCEPTANCE OF CASH DEPOSITS IN THE BANK NOTE ACCEPTOR (BNA) NETWORK

### § 1. Subject of T&C; Definitions

1. These Terms and Conditions of the Agreement regulate the Agreement for Acceptance of Cash Deposits in the Bank Note Acceptor (BNA) Network concluded between the Customer, RIA and Euronet.
2. For the purposes of interpretation of these T&C of the Agreement, the Parties adopt the following definitions:
  - 1) **Business Day** – any day from Monday to Friday, except statutory holidays in the Republic of Poland, in accordance with the applicable law;
  - 2) **RIA** – Ria Payment Institution, E.P., S.A.U. with its seat in Madrid, address: Calle Cantabria, 2, 2º, A-1, 28108 Alcobendas, Madrid (Spain), entered into the Commercial Register of Madrid in Volume 7,171, Folio 121, Section 8, Sheet M-116.398, Record 1, with tax identification number: A-80696792, having the legal status of a large enterprise within the meaning of the Act of 8 March 2013 on prevention of excessive delays in commercial transactions;
  - 3) **Euronet** – Euronet Polska Sp. z o.o. with its seat in Warsaw, address: ul. Inflancka 4c, 00-189 Warszawa, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register (KRS) under the KRS number: 0000030408, NIP (tax ID) No.: 526-10-30-333, REGON (stat. ID): 011163179, share capital of PLN 57,904,000 PLN, having the legal status of a large enterprise within the meaning of the Act of 8 March 2013 on prevention of excessive delays in commercial transactions;
  - 4) **Individual Entrepreneur** – Customer being a natural person who concluded the Agreement after 31<sup>st</sup> December 2020 directly in connection with their business activity, where it follows from the provisions of the Agreement that it is not a business agreement for them;
  - 5) **Card** – identification card issued to the Customer, assigned to the Authorised Customer's Employee, enabling his/her identification in an Euronet BNA for the purposes of ordering Deposits; if the Agreement specifies more than one Bank Account for Deposits, each Card issued to the Customer shall be assigned to one of such Bank Accounts for Deposits only;
  - 6) **Customer** – entity being a party to the Agreement concluded with RIA and Euronet whose data are specified in the Agreement;
  - 7) **KNF** – Polish Financial Supervision Authority (*Komisja Nadzoru Finansowego*);
  - 8) **Project Manager** – person appointed and authorized by the Party to perform the Agreement, identified in the Agreement;
  - 9) **Supervisory Authority** – competent authority exercising supervision over the activity of RIA as regards the provision of payment services;
  - 10) **T&C** – these Terms and Conditions of the Agreement;
  - 11) **Euronet Web Portal** – Internet portal at: <https://wplatydlafirm.epayworldwide.com/>, used by the Parties to communicate while performing the Agreement;
  - 12) **Operating Procedure** – procedure which forms Appendix No. 1 to the T&C, setting forth the procedures applied by the Parties in the performance of the Agreement, including the procedure for issuing Cards, ordering Deposits, blocking Cards, processing complaints and updating the data of the Customer and the Authorised Customer's Employees;
  - 13) **Bank Account for Deposits** – the Customer's bank account specified in the Agreement to which amounts of Deposits ordered by the Authorised Customer's Employees are transferred by RIA. The Agreement may specify more than one Bank Account for Deposits in which case the provisions of the Agreement concerning the Bank Account for Deposits shall apply to each of the Bank Accounts for Deposits mentioned in the Agreement;
  - 14) **Agreement** – *Agreement for Acceptance of Cash Deposits in the Bank Note Acceptor (BNA) Network*, concluded between the Customer, RIA and Euronet of which these T&C constitute an integral part;
  - 15) **Authorised Customer's Employee** – a natural person in an employment relationship, freelance work relationship or another relationship of similar nature with the Customer or an entity co-operating with the Customer who is authorised to order Deposits for and on behalf of the Customer; the method of informing RIA about the currently Authorised Customer's Employees is defined in the Operating Procedure;
  - 16) **Deposit** – a payment transaction consisting in the acceptance of cash in an Euronet BNA from a Customer and transferring this cash to the Bank Account for Deposits, constituting a money remittance within the meaning of point 6 of Annex I to the Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC;
  - 17) **Euronet BNA** – an automatic device operated by Euronet and located in Poland belonging to the Euronet network with the function of making cash deposits in which Deposits can be ordered.

## **§ 2. Representations of the Parties**

1. Concluding the Agreement, RIA and Euronet represent that:
  - 1) RIA is an entity with a license granted by the Supervisory Authority to operate as a payment institution providing payment services, entered into the register of payment service providers kept by the Supervisory Authority under number: 6842;
  - 2) RIA is authorised to provide payment services within the territory of the Republic of Poland through agents, in particular through Euronet;
  - 3) Euronet is the agent of RIA, authorised to provide payment services for and on behalf of RIA, entered in the register kept by the Supervisory Authority under number: PL009837201;
  - 4) the payment services provided by RIA and Euronet as the agent of RIA pursuant to the Agreement, shall be provided in accordance with the applicable law.
2. Concluding the Agreement, the Customer represents that:
  - 1) it conducts business activity in compliance with the applicable law and the said business activity is disclosed in the relevant register or registration, including the National Court Register (KRS) or the Central Registration and Information on Business (CEIDG);
  - 2) it concluded an agreement with its bank for keeping the Bank Account for Deposits where the Customer is the sole owner thereof and the sole entity authorising the use of funds deposited therein;
  - 3) enabling the Authorised Customer's Employees to order Deposits or ordering a Deposit shall not result in breaching generally applicable law.
3. Concluding the Agreement, each Party represents that:
  - 1) it fulfils all conditions required in order to conclude the Agreement;
  - 2) it has the know-how and human, technical and financial resources necessary for due performance of the Agreement;
  - 3) it is not in default in performing its contractual or public obligations the non-performance or delayed performance of which could negatively affect the performance of its obligations hereunder;
  - 4) the conclusion of the Agreement shall not cause any breach of the law applicable to the Party or the provisions of agreements binding on the Party, in particular the conclusion of the Agreement shall not constitute an obstacle to the fulfilment of the Party's obligations to third parties;
  - 5) it is not bankrupt, and no prerequisites occur for filing a petition for declaration of its bankruptcy;
  - 6) to the best of the Party's knowledge, no legal, administrative, enforcement or any other proceedings are pending or are likely to be initiated against the Party, which may adversely affect the Party's capacity to perform its obligations hereunder;
  - 7) it has obtained from the relevant authorities all approvals and authorisations required to carry out its activity and it has fulfilled all requirements imposed on it by such authorities which are necessary to conclude and perform the Agreement;
  - 8) it has been granted by its corporate bodies all and any authorisations or approvals required under its instruments of incorporation, statutes or internal procedures to conclude and perform the Agreement;
  - 9) the conclusion and performance of the Agreement shall not violate any rights of third parties, in particular it does not require any approval or another statement to be given by a third party.

## **§ 3. Subject of the Agreement; general rights and obligations of the Parties**

1. RIA shall provide the Customer with the payment service of making Deposits. RIA shall provide the service under the Agreement through Euronet operating as its agent, in particular Euronet shall be authorised to fulfil all obligations, exercise all rights and perform all activities of RIA set forth in the Agreement.
2. The current list of Euronet BNAs may be made available on the Euronet website ([www.euronetpolska.pl](http://www.euronetpolska.pl)). Where the current list of Euronet BNAs is not available on the Euronet website, the Euronet Project Manager, upon a request notified by the Customer Project Manager, shall send the current list of Euronet BNAs to the e-mail address provided by the Customer Project Manager within 3 Business Days of the request.
3. RIA is not obliged to make Deposits the making of which would result in breaching the agreements or other commitments binding upon or the law applicable to RIA or Euronet or which could expose RIA or Euronet to any liability, including civil, administrative or criminal liability.
4. The Customer undertakes to order Deposits only of:
  - 1) amounts originating from the Customer's activity specified in the Agreement;
  - 2) by the Authorised Customer's Employees acting for and on behalf of the Customer.
5. The Customer undertakes that only persons authorised to order Deposits shall be identified by the Customer as the Authorised Customer's Employees.

6. The amounts of Deposits ordered by the Authorised Customer's Employees shall be transferred by RIA to the Bank Account for Deposits specified by the Customer, and reported in accordance with the Agreement. The Customer may only specify a Polish bank account of which it is the sole holder and entity authorised to use the funds deposited therein as the Bank Account for Deposits. If, in accordance with the Agreement, the Customer has specified more than one Bank Account for Deposits, the amount of a Deposit which is ordered shall be transferred to the appropriate Bank Account for Deposits assigned to the Card used by the Authorised Customer's Employee in an Euronet BNA.
7. No provision of the Agreement shall in any way limit the rights of RIA or Euronet to offer other services in Euronet BNAs (including transactions of cash withdrawals with or without the use of a payment card, mobile phone top-ups, money remittance transactions, distribution of other services and products), and in no case shall the Customer be entitled to the income from the provision of such services.
8. The Customer expresses its consent for RIA and Euronet to use, in the performance of the Agreement, the services of subcontractors, in particular the services of CIT (in particular when discharging Euronet BNAs and transporting cash), auxiliary activities regarding transaction data processing, call centre service and Card production.
9. For the consequences of non-performance or negligent performance of the activities entrusted to RIA subcontractors or Euronet subcontractors, RIA or Euronet, respectively, shall be liable for damages to the Customer as for its own actions.
10. The Parties undertake, in the performance of the Agreement, to hold all required approvals and authorisations and to fulfil other requirements set by generally applicable laws during the term of the Agreement.
11. The Parties shall co-operate when performing the Agreement, especially in order to ensure that the performance of the Agreement complies with the law.
12. The rules for operating implementation of the cooperation, including those related to security tests, are described in the Operating Procedure.

#### **§ 4. Euronet Web Portal**

1. To the extent specified in Appendix No. 2 to the T&C, information shall be exchanged between the Parties through the Euronet Web Portal by transferring files with the structure specified in the said Appendix.
2. The Euronet Project Manager shall provide the Customer Project Manager with all required data to log in the Euronet Web Portal, in particular the password. The Euronet Project Manager shall also generate for the Customer a new password in case it is lost and shall pass it on to the Customer Project Manager.

3. In the event of non-functioning or undue transfer of files through the Euronet Web Portal, emergency exchange of the information which should be transferred through the Euronet Web Portal shall be done by email with the use of the following e-mail addresses:
  - 1) for RIA and Euronet – the e-mail address specified in the Agreement as the address for emergency exchange of information;
  - 2) for the Customer – the e-mail of the Customer Project Manager specified in the Agreement;
 in such a case each of the Parties is obliged to send files secured with a password to be sent in a separate communication between the Project Managers of the Parties.

#### **§ 5. Reporting and Deposit settlement**

1. RIA is obliged to transfer to the Bank Account for Deposits the Deposit amounts on the following Business Day after the day the Deposit is ordered in an Euronet BNA, subject to the application of the banknote verification procedures referred to in section 8 below. RIA shall transfer collectively all amounts of the Deposits under the same report on the deposited amounts.
2. In the event of non-performance of the obligation referred to in section 1 above, the Customer shall have the right to claim interest against RIA on the delay at the WIBOR ON rate applicable on the first day of the delay.
3. Each day, RIA shall generate and provide the Customer through the Euronet Web Portal with a report on the deposited amounts, containing the details of the Deposits ordered by the Authorised Customer's Employees on the preceding day. The scope of the information contained in the report on the deposited amounts is specified in Appendix No. 2 to the T&C.
4. Each day, the Customer shall verify the conformity of the reports on the deposited amounts with the data contained in the Customer's internal systems and in the event of non-conformity it shall be obliged to immediately file a complaint with RIA on the non-conformities, in accordance with the complaint procedure specified in the Operating Procedure.
5. In the event the Customer does not file a complaint on irregularities in making Deposits within the time limit specified in the Operating Procedure, the Customer's claims concerning the irregularities in making Deposits shall expire.
6. Immediately after processing a complaint from the Customer, RIA shall generate and provide the Customer through the Euronet Web Portal with a complaint statement containing information on how it was dealt with. The scope of the information contained in the complaint statement is specified in Appendix No. 2 to the T&C. RIA may also inform the Customer about the processing of a complaint by e-mail to the address of the Customer Project Manager.
7. The reporting obligations fulfilled in accordance with the preceding sections notwithstanding, the Parties shall

also fulfil their reporting obligations on a monthly basis, upon the following terms:

- 1) after the end of each calendar month RIA shall provide the Customer with information on the balance of the funds deposited by the Customer in Euronet BNAs remaining within the Euronet network as of the end of the calendar month, and the Customer is obliged to provide RIA with a confirmation of such balance of funds within 10 days of the receipt by the Customer of the information on the balance;
  - 2) in the event of discrepancies concerning the balance of the funds deposited by the Customer in Euronet BNAs remaining within the Euronet network as of the end of the calendar month, the Customer shall provide RIA with a report on the discrepancies within 10 days of the receipt by the Customer of the information on the balance. In such a situation RIA is obliged to verify the information on the balance of the funds provided to the Customer within 10 Business Days of the day of receipt of the report on the discrepancies.
8. RIA and Euronet shall be authorised to apply the banknote verification procedures which the Customer uses to order a Deposit, in accordance with the description provided in Appendix No. 3 to the T&C.

#### **§ 6. Identification of the Customer and Authorised Customer's Employees and Cards**

1. RIA is an entity subject to the regulations on counteracting money laundering and terrorist financing, obliged in particular to carry out the identification of the Customer and the Authorised Customer's Employees.
2. In order to enable RIA to fulfil its obligations set forth in the regulations on counteracting money laundering and terrorist financing, the Customer is obliged to provide RIA with the information and documents specified in the Operating Procedure.
3. RIA shall provide the Customer with the Cards together with the PIN codes and shall activate the Cards following the Operating Procedure.
4. The Card and the PIN code shall be the sole identifier of an Authorised Customer's Employee for the purposes of performing the Agreement, and in particular for ordering Deposits. The Customer shall ensure that a Card is used solely by the Authorised Customer's Employee to whom the Card has been assigned.
5. A description of the procedure for blocking the Cards and changing the PIN code for the Cards is provided in the Operating Procedure.

#### **§ 7. RIA remuneration and payment terms**

1. For the performance of the Agreement, RIA is entitled to receive remuneration from the Customer. The

remuneration shall be charged for each calendar month of the term of the Agreement. The net amount of the remuneration for a calendar month shall equal the product of:

- 1) the amount of Deposits ordered in Euronet BNAs in the calendar month, and
- 2) the percentage rate specified in the Agreement.

The method of calculation of the net remuneration for a calendar month in accordance with this section is illustrated by the following formula:

*net remuneration for a calendar month = (amount of Deposits ordered in Euronet BNAs in the calendar month) x (percentage rate specified in the Agreement).*

2. If the Agreement provides for a minimum annual amount of Deposits guaranteed by the Customer, the following rules shall apply: subject to section 3 below, the Customer shall order in each calendar year of the term of the Agreement Deposits in an amount of no less than the minimum amount of Deposits guaranteed by the Customer provided for in the Agreement. If the total amount of Deposits ordered in a calendar year of the term of the Agreement is less than the minimum annual amount of Deposits guaranteed by the Customer, the net remuneration due to RIA in accordance with section 1 above, for the last month of such calendar year shall be increased by the amount which is the product of:
  - 1) the difference between the minimum annual amount of Deposits guaranteed by the Customer and the actual amount of Deposits ordered in the calendar year, and
  - 2) the percentage rate referred to in section 1, above.

The method of calculation of the increase in the remuneration in accordance with this section is illustrated by the following formula:

*increase in the remuneration = (minimum annual amount of Deposits guaranteed by the Customer – actual amount of Deposits ordered in the calendar year) x (percentage rate referred to in section 1 above).*

3. In the case of partial calendar years of the term of the Agreement, for the purpose of calculation of the increase in the remuneration in accordance with the rules set forth in the preceding section, it is assumed that the minimum annual amount of Deposits guaranteed by the Customer for such partial calendar year shall equal the product of the number of calendar days of the term of the Agreement in such partial calendar year and the figure of 1/365 and the minimum annual amount of Deposits guaranteed by the Customer, as provided for in the Agreement.

The method of calculation of the minimum annual amount of Deposits guaranteed by the Customer for a partial calendar year of the term of the Agreement in

accordance with this section is illustrated by the following formula:

*minimum annual amount of Deposits guaranteed by the Customer for a partial calendar year of the term of the Agreement = (number of days of the term of the Agreement in the calendar year) x 1/365 x (minimum annual amount of Deposits guaranteed by the Customer, as provided for in the Agreement).*

4. The remuneration shall be increased by the VAT if due according to the applicable law.
5. The remuneration shall be payable by the Customer on the basis of a VAT invoice issued by RIA within 14 days of the invoice date. RIA shall issue invoices after the end of each calendar month for which the remuneration is due, in accordance with the applicable law.
6. The Customer represents that it is an active VAT taxpayer and holds tax ID No (NIP) specified in the Agreement.
7. The Parties represent that they do not use the cash method for VAT settlements.
8. The payment by the Customer of the remuneration due to RIA under the Agreement shall be made to the bank account of RIA or Euronet, specified each time in the VAT invoice issued by RIA.
9. The settlement between RIA and Euronet for the activities performed by Euronet as the agent of RIA in the performance of the Agreement shall be made pursuant to a separate agreement concluded independently of the Agreement by RIA and Euronet.

#### **§ 8. Term of the Agreement**

1. The Agreement shall enter into force as of the date of its conclusion by the Parties.
2. The Agreement shall be concluded for an indefinite period of time. The Agreement may be terminated by either Party at a 3-month notice period as of the end of the calendar month.
3. In the case of an Agreement concluded by RIA and Euronet with an Individual Entrepreneur, RIA and Euronet may terminate the Agreement only in the event of the occurrence of at least one of the following material causes:
  - 1) the Customer undertaking actions or activities contrary to generally applicable law in connection with the conclusion or performance of the Agreement;
  - 2) the Customer providing, upon the conclusion or performance of the Agreement, false data or information or the Customer using, upon the conclusion or performance of the Agreement, documents which are falsified, forged or which attest to untruth;
  - 3) RIA or Euronet obtaining information from state authorities of the commitment or suspicion of commitment by the Customer of

an offence with the use of services provided by RIA or Euronet;

- 4) the Customer breaching its obligations set forth in § 3 section 4, § 3 section 5, § 5 section 7 or § 7 T&C or in § 2, § 5 section 6, § 12 or § 13 of the Operating Procedure;
  - 5) the Customer repeatedly breaching a provision of the Agreement other than specified in section 4 above, and the Customer being called upon by RIA or Euronet to discontinue the said breaches within 7 days on pain of termination of the Agreement, and then a repeated breach of such provision or no discontinuation of the breach of such provision after the expiry of the said time limit;
  - 6) no ordering of Deposits for a period of 12 months counted from the order of the last Deposit, after the prior notification of the Customer of the intention to terminate the Agreement for this cause and after the expiry of another month of no orders of Deposits;
  - 7) changes in the law, guidelines, recommendations of supervisory authorities or their interpretation, including as a result of a final and binding court judgment or a decision resulting in the need to change the terms and conditions of the provision of services by RIA or Euronet;
  - 8) increase in the costs of operating Euronet BNAs or making of Deposits by at least 3% caused by an increase in the prices of power, telecommunication connections, costs of interbank settlements, operating the information system applied by RIA or Euronet, costs to entities cooperating with RIA or Euronet, changes in the law, recommendations or guidelines of the supervisory authorities or their interpretation, if such increase occurred no earlier than 6 months before the notice of termination of the Agreement is given;
  - 9) RIA or Euronet suspending, terminating or limiting the provision of the services under the Agreement.
4. The Parties agree that neither of the Parties may give a notice of termination within the first 3 months of the term of the Agreement.
  5. Each of the Parties shall have the right to terminate the Agreement effective immediately in the event that the other Party breaches the provisions of the Agreement and fails to repair the breach within an additional time limit of no less than 30 days, set for it for such purpose in writing on pain of invalidity.
  6. RIA and Euronet shall have the right to terminate the Agreement effective immediately in the event that:
    - 1) the Supervisory Authority or KNF requests termination of, or amendment to the Agreement and in the case of a request for an

- amendment, if the Parties do not reach an agreement within the appropriate time limit no longer than set by the Supervisory Authority or KNF, respectively, concerning the wording of the required amendment,
- 2) RIA loses its authorisation to provide payment services which are the subject of the Agreement, or
  - 3) the obligation to terminate the Agreement follows from the law, in particular the regulations on counteracting money laundering and terrorist financing.
7. Each of the Parties shall have the right to terminate the Agreement effective immediately in the event the competent court or authority gives a judgment or a resolution on the dissolution or liquidation of either Party.

### **§ 9. Communication**

1. Unless the Agreement stipulates otherwise, the Parties shall send correspondence to each other to the addresses specified in the Agreement.
2. Unless the Agreement stipulates otherwise, the Parties shall send correspondence in the form of e-mail messages to the e-mail addresses of the Project Managers specified in the Agreement.
3. Unless the Agreement stipulates otherwise, any notifications, notices and other similar activities in the performance of the Agreement may be carried out by the Project Managers.
4. If the Agreement stipulates that a Project Manager may perform specific activities, including specific arrangements, each of the Parties hereby authorizes the Project Manager of such Party to perform such activities.
5. The Project Managers of the Parties are specified in the Agreement.
6. Each of the Parties may change its contact data or the Project Manager, by informing the other Parties thereof, in the manner specified in section 1 or 2 above, in particular RIA shall be authorised to change its contact data specified in the Operating Procedure, including its e-mail addresses and telephone numbers. Such a change shall not be treated as an amendment to the Agreement and shall not require the consent of the other Parties.

### **§ 10. Confidentiality**

1. Any information and materials provided to a Party by the other Party in connection with the conclusion or performance of the Agreement shall be confidential and may not be made available to third parties, published or otherwise disclosed without the consent of the Party concerned. Disclosure of information by or to shareholders of the Party, members of its corporate bodies, employees or other persons cooperating with or providing services to a Party shall be treated equal to the provision of information.

2. The confidential information referred to in section 1 above, shall be understood in particular to mean the provisions of the Agreement and:
  - 1) all information constituting business secret within the meaning of the Act of 16 April 1993 on Combating Unfair Competition;
  - 2) information communicated at meetings and training courses, organised by any of the Parties;
  - 3) information in the form of sets of internal regulations and other written documents, provided to one of the Parties by the other Party.
3. Either Party shall not be bound by the confidentiality obligation in respect of any information and materials which:
  - 1) were previously known to the receiving Party;
  - 2) are or become publicly known through no unlawful activity of the receiving Party;
  - 3) is generally available or common in the industry in which the Party operates in a manner which is not in breach of the provisions of the Agreement;
  - 4) have been legally received from a third party without any limitations and without breaching the Agreement;
  - 5) for the disclosure of which the Party has obtained the prior consent of the other Party, given in writing;
  - 6) are disclosed under applicable laws to the extent required by the same;
  - 7) used in court proceedings to assert or defend claims if this is not in breach of the applicable law.
4. Each of the Parties shall make every effort not to disclose, either directly or indirectly, any confidential information for any reason, except the disclosure of such information to the Party's affiliated entities, persons in an employment relationship, contract of mandate or cooperating with the Party (including legal advisors and auditors of the Party) or with the Party's affiliated entities provided that the access of such to confidential information is:
  - 1) necessary for the Party to conclude or perform the Agreement or conduct its business activity;
  - 2) limited only to confidential information necessary for such entities to perform activities as part of the cooperation with the Party;

and a Party's affiliated entity within the meaning of this paragraph is an entity in which more than 50% of the share is held by the Party or an entity holding more than 50% of the share in the Party (Parent Company of the Party) or an entity holding more than 50% of the share in the Parent Company of the Party.
5. The Parties undertake that each of the entities referred to in section 4 above, which comes into possession of

confidential information, shall be informed about the confidential nature of such information and shall be obliged to treat the same in accordance with the provisions of the Agreement.

6. The Parties shall be held liable for actions and omissions of the entities referred to in section 4 above, as for their own actions and omissions.
7. Confidential information shall remain confidential during the term of the Agreement and for 5 years after its termination. Despite the expiry of the time limit set forth in the preceding sentence, the obligation to keep the confidential information secret and not to disclose it to third parties shall continue if the applicable law provides for a longer time period, including if it stipulates that such obligation is not limited in time.
8. The confidentiality obligation referred to in this paragraph shall not apply to the disclosure by RIA or Euronet of the provisions of the T&C.

#### **§ 11. Personal data**

1. Pursuant to Article 28(3) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), the Customer, as the personal data controller, in order to perform the Agreement and during the term hereof, entrusts RIA and Euronet with the processing of personal data of the Authorised Customer's Employees.
2. RIA and Euronet shall be authorised to process the entrusted personal data only within the scope of the data of the Authorised Customer's Employees comprising their:
  - 1) name and surname;
  - 2) Card number;
  - 3) data reported to the Customer in accordance with the Agreement, in particular the data in the report on the deposited amounts referred to in § 5 section 3 T&C and the complaint statement referred to in § 5 section 6 T&C.
3. Before commencing the processing of the entrusted personal data RIA and Euronet shall be obliged to implement appropriate technical and organisational measures to ensure the compliance of data processing with Article 32 GDPR.
4. The persons authorised to process data shall be obliged to keep these data and the method of the protection confidential.
5. RIA and Euronet shall also be obliged to:
  - 1) process the personal data solely upon a documented instruction from the Customer (understood as the provisions of the Agreement or other instructions issued by the Customer in writing or by e-mail sent by the Customer Project Manager and approved in such manner by RIA and Euronet);

- 2) promptly notify the Customer of any communication from a data subject regarding the processing of their personal data and any other communication (including from the supervisory authority) relating to either Party's obligations under GDPR in respect of the entrusted data;
  - 3) immediately upon becoming aware thereof, notify the Customer of any personal data breach, providing information reasonably required by the Customer to comply with its obligations under the data protection laws;
  - 4) permit the Customer or the auditor mandated by the Customer, on reasonable prior notice, not shorter than 7 days, to audit and inspect (at the Customer's cost) the facilities and systems used by RIA or Euronet to process the personal data, the technical and organizational measures used to ensure the security of the personal data and the records maintained by RIA or Euronet relating to that processing and to demonstrate compliance with Article 28 GDPR;
  - 5) provide support (including the provision of the requested information) reasonably requested by the Customer in relation to (i) any correspondence referred to in section 2 above or similar correspondence received directly by the Customer; (ii) any personal data breach; or (iii) demonstration of compliance with the Agreement and Article 28 GDPR;
  - 6) provide support to the Customer in fulfilling the obligations under Articles 32 – 36 GDPR, taking into account the nature of the processing and the information in the possession of RIA or Euronet.
6. RIA and Euronet shall be authorised to further entrust the processing of personal data to the subcontractors referred to in § 3 section 8 T&C, to the extent necessary for the purposes of performing the activities entrusted to them (general consent to further processing of personal data). The Customer declares that he accepts current subcontractors. In the case of an intent to entrust the processing of personal data to other subcontractors, Euronet Project Manager shall inform the Customer Project Manager about it and the Customer shall be entitled to object to such changes, for valid reasons only. No objection within 3 days of the provision of the information shall be deemed to be the consent to further entrusting of the data to the entity specified in the information. The same data processing obligations which apply to RIA and Euronet under this section shall be imposed on the entities to which RIA and Euronet entrust further data processing.
  7. RIA and Euronet, their employees and co-workers shall be released from the confidentiality obligation in a situation where, due to the applicable laws, they must

disclose information to competent government authorities and financial supervision institutions.

8. In the case of expiry of the Agreement, RIA and Euronet are obliged to immediately delete permanently the entrusted personal data, regardless of the type of the information carrier on which it was recorded, in particular the data recorded in the information systems of RIA and Euronet, provided that the deletion of data may also mean continued storage thereof in an anonymised form. This obligation to delete the data shall not apply to any cases where the obligation to continue their processing arises from the applicable laws and copies of documents relating to cases pending before the law enforcement authorities and the court. Upon a request from the Customer, RIA and Euronet are obliged to immediately make a statement concerning the fulfilment of the obligations under this section. The obligation to delete the personal data referred to in this section does not cover data other than processed on the basis of the entrusting to process the same to RIA and Euronet by the Customer, in particular the personal data which RIA or Euronet processes as a controller.
9. The obligation to keep the data secret shall be binding upon RIA and Euronet during the term of the Agreement and after its termination.
10. In cases justified in particular by corporate requirements, RIA or Euronet may transfer personal data to a third country (outside the European Economic Area), provided that appropriate safeguards in relation to such transfer and adequate levels of protection for personal data so transferred are ensured. In such cases RIA or Euronet shall ensure that adequate safeguards are provided by applying any of the following measures:
  - 1) personal data are transferred to states which the European Commission has considered to provide due level of personal data protection;
  - 2) transfer to a third country is done on the basis of standard contractual clauses approved by the European Commission or the competent supervisory authority or binding corporate rules which warrant data security,- or on another basis permitted by GDPR. In the case of actual transfer of personal data to a third country, the Customer and the data subject shall be entitled to obtain, on request, a copy of the safeguards from RIA and Euronet.
11. The Customer acknowledges that RIA is the data controller with respect to the personal data of the Authorised Customer's Employees, for the purposes of compliance with requirements following from the regulations on counteracting money laundering and terrorist financing. The Customer undertakes to provide the Authorised Customer's Employees with full content of the information on the processing of personal data by RIA attached to Cards and provide, on request from RIA or Euronet – on behalf of RIA – any information required under the provisions of the GDPR, concerning the

processing of personal data of the Authorised Customer's Employees by RIA.

12. The Customer undertakes that the its transfer to RIA of the data of the Authorised Customer's Employees, as well as the entrusting to RIA and Euronet of the processing of such data shall not result in breaching any applicable law, including it shall be done with the observance of the applicable legal basis.

#### **§ 12. Liability of RIA and Euronet**

1. To the extent permitted by the law, the liability of RIA and Euronet for non-performance or negligent performance of the Agreement shall be limited to actual losses.
2. RIA and Euronet shall not be liable for any consequences of making a Deposit if the Deposit was ordered in accordance with the Agreement, in particular in accordance with the Operating Procedure. The Customer accepts that RIA and Euronet shall transfer the amounts of Deposits to the Bank Account for Deposits only based on the number of such Account which is a unique identifier within the meaning of the law on payment services, regardless of other information about the Customer in the possession of RIA, Euronet or other payment service providers participating in the making of Deposits. RIA and Euronet shall not be liable for the consequences of transferring the amounts of Deposits in accordance with the number of the Bank Account for Deposits.
3. RIA and Euronet shall not be liable for the ordering of Deposits by any person other than an Authorised Customer's Employee, if such person uses correct data, in particular the Card, unless the aforesaid events are caused by a wrongful act or omission of RIA or Euronet.
4. RIA and Euronet shall not be liable, if non- performance or negligent performance of the Agreement is a consequence of RIA or Euronet compliance with the law, in particular the regulations on counteracting money laundering and terrorist financing.
5. RIA and Euronet shall not be liable for non- performance or negligent of the Agreement arising from Force Majeure events.
6. The entire liability of RIA and Euronet for any damage suffered by the Customer as a result of non-performance or negligent performance of the Agreement shall be limited to a total amount of PLN 10,000. For the avoidance of any doubt, the Parties confirm that the limitation of the liability of RIA and Euronet referred to in the preceding sentence shall not apply to the obligation for RIA and Euronet to transfer the full amount of the Deposits ordered by the Authorised Customer's Employees to the Bank Account for Deposits.
7. The limitations of liability referred to in this paragraph shall not apply to the damage suffered as a result of wilful misconduct or cases where the absolutely applicable law does not provide for such a limitation.
8. If any proceedings are initiated with respect to or with the participation of the Customer, which may result in



the liability of RIA or Euronet under the Agreement, the Customer shall immediately provide RIA or Euronet, respectively, with an appropriate notice and shall take steps within its powers, to enable RIA or Euronet to participate in such proceedings in order to duly represent the rights of RIA or Euronet, provided the applicable law allows that.

### **§ 13. Liability of the Customer**

1. The Customer shall indemnify Euronet and RIA against any losses incurred by RIA or Euronet, if such losses have been caused by non-performance or negligent performance of the Agreement by the Customer, unless non-performance or negligent performance of the Agreement has been caused by circumstances that the Customer is not liable for, including Force Majeure. The Customer shall not be permitted to refer to clauses of other agreements binding on the Customer as the reason for non-performance or negligent performance of the Agreement.
2. If any proceedings are initiated with respect to or with the participation of RIA or Euronet, which may result in the liability of the Customer under the Agreement, RIA or Euronet shall immediately provide the Customer with an appropriate notice and shall take steps within its powers to enable the Customer to participate in such proceedings in order to duly represent the rights of the Customer, provided the applicable law allows that.
3. The Customer shall also be liable in accordance with this paragraph, as for its own action or omission, for the action or omission the persons through whom it is performing the Agreement or to whom it entrusts or who it enables to perform activities under the Agreement, including for the action or omission of the Authorised Customer's Employees and the Customer Project Manager constituting a breach of the Agreement.

### **§ 14. Trademarks**

1. The Customer acknowledges that RIA and Euronet trademarks or any other trademarks used or adopted by RIA or Euronet in the course of their business activity are the sole property of RIA or Euronet or their affiliated company and, subject to the provisions of the Agreement, only RIA or Euronet or the licensees designated by RIA or Euronet have the right to use such trademarks.
2. During the term of the Agreement, the Customer shall have the right to place trademarks or logos of RIA or Euronet in its advertising and promotion materials provided that RIA or Euronet has given a prior approval of such action in a documentary form.

### **§ 15. Procedure of amending the Agreement**

1. RIA and Euronet shall be authorised to amend the Agreement or the T&C following the procedure described below.
2. In the case of the Agreement concluded by RIA and Euronet with an Individual Entrepreneur, RIA and Euronet shall be authorised to amend the Agreement or the T&C only in for least one of the following material causes:
  - 1) change in the law, recommendations or guidelines of the supervisory authorities or their interpretation, including as a result of a final and binding court judgment or a decision resulting in the need to amend the Agreement or the T&C in order to ensure conformity with the law, recommendations and guidelines and their interpretation;
  - 2) increase in the costs of operating Euronet BNAs or making of Deposits by at least 3% caused by an increase in the prices of power, telecommunication connections, costs of interbank settlements, operating the information system applied by RIA or Euronet, costs to entities cooperating with RIA or Euronet, changes in the law, recommendations or guidelines from the supervisory authorities or their interpretation, if such increase occurred no earlier than 6 months before the amendment to the Agreement or the T&C;
  - 3) need to counteract abuse;
  - 4) limitation, extension or change in the scope or type of functionalities, tools or services offered by RIA or Euronet in connection with the service of making Deposits resulting from:
    - a. the need to increase the level of security, personal data protection or improve the usability of such functionalities, tools or services; or
    - b. the occurrence of any of the circumstances referred to in sec. 1-3 above.
3. RIA or Euronet shall notify the Customer Project Manager of the proposed changes by e-mail, providing the date of the changes coming into force which may not be sooner than 14 days of informing the Customer about the change.
4. Until the date preceding the effective date of the change the Customer may submit objections to the amendments to the Agreement or the T&C or may terminate the Agreement effective immediately. The objection or termination may be sent by the Customer Project Manager by e-mail to the address of the Euronet Project Manager. The lack of objection expressed within the deadline specified above shall be regarded as the expression of Customer's consent to the changes and

their coming into effect within the time set by RIA or Euronet in the notice referred to in section 3 above.

5. If the Customer has not terminated the Agreement but submits an objection to the changes within the deadline specified in section 4 above, the Agreement shall expire as of the date preceding the effective date of the changes, at no fees for the expiry of the Agreement charged to the Customer.

#### **§ 16. Final provisions**

1. The Agreement and any obligations hereunder shall be governed by Polish law. Matters not regulated hereunder shall be governed by the generally applicable regulations, in particular the provisions of the Civil Code, shall apply, subject to section 2 below.
2. The Parties exclude the application to the Agreement of the provisions of the Act on Payment Services, the exclusion of which in relations with entities other than consumers is permitted thereunder.
3. If any provision of the Agreement is or proves to be ineffective or unenforceable, or if the Agreement is found to contain a gap, this shall not challenge the validity of the Agreement as such. Any ineffective or unenforceable provision or a gap shall be replaced or supplemented by an effective and enforceable provision as similar as possible to the original provision or intentions of the Parties.
4. Each Party declares that it will cooperate in good faith with the other Parties during the performance of the Agreement. In particular, if either Party does not meet the expectations of other Parties in terms of the response time concerning questions about emerging problems or if the quality of documents submitted is questioned or a failure of the communication system prevents the Parties from contacting one another, the affected Party shall promptly notify other Parties of the occurrence of the problem, and the Parties shall start negotiations to resolve the problems described in this section.
5. Euronet shall have the right to take any and all actions related to the Agreement for and on behalf of RIA, including to exercise any and all rights of RIA, make statements on behalf of RIA and receive statements addressed to RIA.
6. In the event of any discrepancies between the language versions of the Agreement the Polish language version shall prevail.
7. Waiver by either Party of the request to strictly comply with any material condition of the Agreement shall not be deemed to be the waiver of any right to request at a later date strict compliance with such condition or any other material condition of the Agreement.
8. Unless the Agreement stipulates otherwise and subject to § 15 T&C, an amendment or addition to its provisions, including the appendices, shall require written format failing which it shall be null and void, provided that to the extent to which the Agreement stipulates that the

Project Managers of the Parties may perform specific activities, in particular specific arrangements, such activities may be performed also by e-mail to the addresses of the Project Managers of the Parties.

9. If the Agreement does not make it specific whether business days or calendar days are meant, calendar days shall be deemed to be referred to.
10. The following appendices shall form an integral part of the T&C:

Appendix No. 1 Operating Procedure;  
Appendix No. 2 Technical specification of files;  
Appendix No. 3 Banknote verification procedures.

## APPENDIX NO. 1 – OPERATING PROCEDURE

### § 1. General provisions

1. This Operating Procedure sets forth the procedures applied by the Parties in the performance of the Agreement, including the procedure for issuing Cards, ordering Deposits, blocking Cards, processing complaints and updating the data of the Customer and the Authorised Customer's Employees.
2. The capitalised provisions in the Operating Procedure shall have the meaning set forth in the T&C unless the content of the Operating Procedure expressly stipulates otherwise.

### § 2. Security tests

1. Upon a request from RIA made to the Customer Project Manager by e-mail, the Parties shall perform security tests of the process of transferring and reporting the Deposits, following the rules set forth in this paragraph.
2. Within the security tests referred to in section 1 above, Authorised Customer's Employees shall order Deposits for a total of no more than PLN 1,000, and the amounts of such Deposits shall then be transferred to the Bank Account for Deposits and reported in accordance with the Agreement.
3. After the making of the Deposits referred to in section 2 above, the Customer Project Manager shall notify the Euronet Project Manager whether the amounts of these Deposits have been transferred to the Bank Account for Deposits and reported in accordance with the Agreement. Where the amounts of the Deposits referred to in the preceding sentence have been transferred correctly, the Euronet Project Manager and the Customer Project Manager shall confirm, by e-mail, the full possibility of ordering Deposits in Euronet BNAs.
4. In the event of irregularities in making Deposits, referred to in section 2 above, the Euronet Project Manager and the Customer Project Manager shall agree the appropriate measures intended to eliminate the problems and the procedure described in section 2 and 3 above shall be repeated.
5. During the security tests, until the confirmation referred to in section 3 above, the Customer undertakes not to order Deposits for a total amount of more than PLN 1,000.

### § 3. Issuing Cards

1. In order to issue Cards, the Customer shall send to RIA, through the Euronet Web Portal, an order for issuing Cards in the form of a file with the specification defined in Appendix No. 2 to the T&C. The order for Cards shall comprise the data of the Authorised Customer's Employees including in particular:
  - a. name and surname;
  - b. registered residence and actual residence address;

- c. citizenship and date of birth;
- d. National Identification Number (PESEL);
- e. if the Agreement provides for more than one Bank Account for Deposits – information to which of such Accounts the Card of the Authorised Customer's Employee is to be assigned.

RIA may also request the Customer to send through the Euronet Web Portal or by e-mail data on the state of birth of the Authorised Customer's Employees.

2. Where any of the above information or data are missing, RIA shall be authorized to call upon the Customer Project Manager to supplement the same. In such a case RIA shall be authorised to withhold the processing of the request to issue Cards until the missing information is provided.
3. Upon a request from RIA, the Customer shall also send to the address [compliancepl@euronetworldwide.com](mailto:compliancepl@euronetworldwide.com) password-secured scans of identity documents of all Authorised Customer's Employees specified in the request for issuing Cards. The Project Managers shall exchange the passwords in separate communication.
4. RIA shall be authorised to verify the data and scans of the documents of the Authorised Customer's Employees, including but not limited to the format, legibility and accuracy, to fulfil the obligations under the regulations on counteracting money laundering and terrorist financing, including with the use of external databases, as well as sanction lists.
5. Where RIA identifies incorrectness or non-correspondence of the data or the risk of money laundering and terrorist financing in accordance with the procedures applied by RIA, including in the case of presence of Authorised Customer's Employees on sanction lists, RIA shall have the right to refuse to issue a Card for an Authorised Customer's Employee or request additional information or documents. RIA shall provide the required information to the Customer Project Manager by e-mail.
6. In the case of positive verification by RIA of the Authorised Customer's Employees specified in the request for issuing Cards, RIA shall provide the Customer with the Cards in the manner and to the address agreed following the operating procedure by the Project Managers, within 30 days of the positive verification by RIA of the Authorised Customer's Employees.
7. The Customer, within 5 Business Days of the day of receiving the Cards, shall confirm to RIA the correspondence of the number of the Cards received with the number of positively verified Authorised Customer's Employees. The confirmation shall be made by sending an e-mail by the Customer Project Manager to the e-mail address of the Euronet Project Manager. In the event of non-correspondence between the number of Cards with the number of positively verified Authorised Customer's Employees, the Customer, within the time limit and following the procedure referred to in the preceding sentence, shall send the relevant

information to the Euronet Project Manager, and RIA shall commence explanatory proceedings.

8. Subject to the second sentence of this section, an Authorised Customer's Employee may hold one active Card only. Upon a request from the Customer, RIA shall be authorized to issue more than one Card to specified Authorised Customer's Employees.
9. The PIN codes for the Cards shall be provided to the Customer by RIA in the form of an electronic file through the Euronet Web Portal, in accordance with the specification provided in Appendix No. 2 to the T&C.

#### **§ 4. Ordering Deposits**

1. The ordering of a Deposit by an Authorised Customer's Employee for and on behalf of the Customer shall require prior:
  - a. identification of the Authorised Customer's Employee in an Euronet BNA, which shall be done by using in an Euronet BNA an active Card and the PIN code for the Card;
  - b. putting at the disposal of RIA of funds for an Authorised Customer's Employee to make a Deposit by inserting banknotes into an Euronet BNA. The Euronet BNA shall inform the Authorised Customer's Employee about the maximum number of banknotes accepted in a single operation. No information means that the maximum number of banknotes accepted upon ordering one Deposit is 50.
2. The consent for an Authorised Customer's Employee to make a Deposit shall be expressed by clicking the "Akceptuj" (Accept) or an equivalent button in an Euronet BNA. An Euronet BNA enables cancellation of a Deposit and return of the funds put at the disposal until the expression of the consent to making the Deposit, referred to in the preceding sentence, subject to the banknote verification procedures applied by RIA specified in Appendix No. 3 to the T&C.
3. During the ordering of the first Deposit, the Authorised Customer's Employee shall enter the PIN code provided to the Customer in accordance with the Operating Procedure. After entering this PIN code, the Authorised Customer's Employee, having ordered at least one correct Deposit, may set his/her own PIN code for the Card.
4. Deposits may be ordered in Polish zlotys only.
5. The acceptance of the ordering of a Deposit to be made shall be confirmed by a message in the Euronet BNA.
6. Where a Deposit is ordered in an Euronet BNA after 11:30 p.m., the Deposit is deemed to be made on the following Business Day.

#### **§ 5. Card blocking procedure**

1. In the event of loss, theft, misappropriation of unauthorised use of a Card or unauthorised access to a

Card or a PIN code, an Authorised Customer's Employee is obliged to immediately report his fact to the Customer Service Office RIA at: (22) 519 79 59 or another number specified by RIA.

2. Where loss, theft, misappropriation of unauthorised use of a Card or unauthorised access to a Card or a PIN code is reported to the RIA Customer Service Office by an Authorised Customer's Employee, during the call the Authorised Customer's Employee shall provide the Customer's name and his/her personal data he/she is requested to provide in the process of verification of identity performed by an employee of the RIA Customer Service Office.
3. Where it is impossible for an employee of the RIA Customer Service Office to verify the Authorised Customer's Employee correctly that is in compliance with the procedures applicable at RIA, the employee of the Customer Service Office RIA shall refer the Authorised Customer's Employee to the Customer.
4. In the case of positive verification by the RIA Customer Service Office of the Authorised Customer's Employees, RIA shall block the Card of the Authorised Customer Employee. In the event of blocking the Card by the RIA Customer Service Office, the Authorised Customer's Employee shall immediately contact the Customer to inform the Customer about the need to issue a new Card for the Authorised Customer's Employee.
5. RIA shall be authorised to block any Card with which the Authorised Customer's Employee shall not order any Deposit within a period of 8 weeks or longer. In such a case, RIA shall immediately inform the Customer about the blocking of the Card.
6. The Customer undertakes to report to RIA, no later than on the following Business Day, each case of obtaining or the possibility of obtaining access to a Card or the PIN code by a person other than an Authorised Customer's Employee, including the case of loss or theft of a Card. The Customer shall ensure obtaining from the Authorised Customer's Employees information about such cases within a time enabling the provision of information to RIA in accordance with the preceding sentence.
7. RIA shall be authorised to block Cards if it finds itself the occurrence or suspicion of the occurrence of cases specified in section 6 above. In such a case RIA shall immediately inform the Customer about the blocking of the Card.
8. The Customer may request blocking the Card for an Authorised Customer's Employee by sending, through the Euronet Web Portal, a completed file with the update of the data of the Authorised Customer's Employees in accordance with the specification described in Appendix No. 2 to the T&C. RIA shall be authorised to block the Card of an Authorised Customer's Employee, based upon a request to block the Card made by the Customer in a manner other than specified in the preceding sentence, and where such a request is sent by e-mail, the data of the Authorised

Customer's Employees and of the Cards to be blocked shall be provided in a separate password-protected file sent in a separate communication between the Project Managers of the Parties.

9. For the purpose of ordering a new Card for the Authorised Customer's Employee, the Customer shall follow § 3 of the Operating Procedure.

#### § 6. Changing the Card PIN code

1. In the event of loss of the PIN code for a Card, the Authorised Customer's Employee is obliged to immediately contact the RIA Customer Service Office at: (22) 519 79 59 or another number specified by RIA.
2. Where loss of the PIN code for a Card is reported to the RIA Customer Service Office by an Authorised Customer's Employee, during the call the Authorised Customer's Employee shall provide the Customer's name and his/her personal data required in the process of verification of the identity of the Authorised Customer's Employee by an employee of the RIA Customer Service Office.
3. Where it is impossible for an employee of the RIA Customer Service Office to verify the Authorised Customer's Employee correctly that is in compliance with the procedures applied at RIA, the employee of the RIA Customer Service Office shall refer the Authorised Customer's Employee to contact the Customer.
4. In the case of positive verification of the Authorised Customer's Employee by the RIA Customer Service Office, RIA shall reset the PIN of the Card and provide the Customer with a new PIN for the Card through the Euronet Web Portal.

#### § 7. Handling withheld Cards

1. If a Card is withheld in an Euronet BNA, including as a result of a failure of the Authorised Customer's Employee to collect the Card, RIA shall collect such withheld Cards during standard Euronet BNA cash discharge activities, and then the Card shall immediately be destroyed by RIA.
2. The withholding and destruction of the Card shall not equal the issuance of a new Card for the Authorised Customer's Employee. For this purpose, the Customer shall follow § 3 of the Operating Procedure.
3. The Parties agree that Euronet BNAs shall not withhold Cards upon a request from the Customer.

#### § 8. Complaints – general provisions

1. The following types of complaints shall be distinguished ("Complaints"):
  - a. complaints concerning non-correspondence between the amount of the Deposits transferred to the Bank Account for Deposits and the reports on the deposited amounts referred to in § 5 section 3 T&C or an incorrect

form of any of these ("Complaints concerning Reports");

- b. complaints concerning a Deposit in which non-correspondence or a difference occurred between the amount of the Deposit which was ordered and the amounts actually posted by RIA within the Deposit ("Financial Complaints"),
  - c. complaints concerning issues other than specified in sub-sections a-b above ("Other Complaints").
2. Complaints shall be filed and processed following the procedure specified for the particular type of Complaint, in accordance with § 9-11 of the Operating Procedure.
  3. Complaints shall be filed by the Customer within 30 days of the date of transferring the Deposit, the report or the occurrence of another event subject to the Complaint.
  4. RIA providing the Customer with appropriate explanations or RIA making a request for the Customer to provide additional information necessary for processing the Complaint shall be deemed to mean the processing of the Complaint.
  5. The Parties shall settle the amounts of accepted Complaints by making the appropriate correction of the next amount with which the Bank Account for Deposits is credited in accordance with the outcome of the complaint procedure.

#### § 9. Procedure of handling Complaints concerning Reports

1. Where non-correspondence is found between the amount of Deposits transferred to the Bank Account for Deposits and the reports on the deposited amounts referred to in § 5 section 3 T&C or an incorrect form of any of these, the Customer shall be obliged to immediately contact RIA.
2. In order to file a Complaint concerning Reports, the Customer Project Manager shall contact the RIA Customer Service Office at: (22) 519 79 59 or another number specified by RIA. A Complaint concerning Reports may be filed by the Customer also by e-mail to the address: [bokeft@euronetworldwide.com](mailto:bokeft@euronetworldwide.com), and in the case of Customers and in the case of Customers who are natural persons, also in writing, by sending the Complaint to the address of the seat of Euronet specified in the T&C.
3. Complaints concerning Reports shall be processed immediately, no later than within 20 business hours, that is between 8:00 a.m. and 6:00 p.m. on each Business Day after there are filed.
4. Where it is impossible to process a Complaint concerning Reports within the time limit mentioned in section 3 above, RIA shall immediately inform the Customer Project Manager about its extension and the approximate time limit for processing the Complaint which, however, may not be longer than 15 Business Days of the registration of the Complaint by RIA, and in particularly complicated cases which prevent the

processing of the Complaint within such time limit, it may not be longer than 35 Business Days of the registration of the Complaint by RIA.

#### **§ 10. Procedure of handling Financial Complaints**

1. In the case of Financial Complaints, the Authorised Customer's Employee is obliged to immediately contact the RIA Customer Service Office at: (22) 519 79 59 or another number specified by RIA. A Financial Complaint may be filed by the Customer also by e-mail to the e-mail address: [bokeft@euronetworldwide.com](mailto:bokeft@euronetworldwide.com), and in the case of Customers who are natural persons, also in writing, by sending the Complaint to the address of the seat of Euronet specified in the T&C.
2. In the case of a Financial Complaint filed through the RIA Customer Service Office, the Authorised Customer's Employee shall provide the name of the Customer and his/her personal data required in the process of verification of the Authorised Customer's Employee's identity by an employee of the RIA Customer Service Office.
3. Where it is impossible for an employee of the RIA Customer Service Office to verify the Authorised Customer's Employee correctly that is in compliance with the procedures applicable at RIA, the employee of the Customer Service Office RIA shall refer the Authorised Customer's Employee to the Customer.
4. In the case of positive verification of the Authorised Customer's Employee, RIA shall receive the Financial Complaint of the Authorised Customer's Employee and advise of the further steps to be taken by RIA to process the Financial Complaint.
5. Financial Complaints shall be processed within 2 Business Days of the registration of the Financial Complaint by RIA.
6. In particularly complicated cases which prevent the processing of a Financial Complaint within the time limit referred to in section 5 above, in particular where the processing of a Financial Complaint is not possible without the necessity of discharging an Euronet BNA and settling the deposits in the BNA, the processing of the Complaint shall take more than 2 Business Days but no more than 20 Business Days of the registration of the Complaint by RIA.

#### **§ 11. Procedure of handling Other Complaints**

1. In the case of Other Complaints, the Authorised Customer's Employee is obliged to contact the RIA Customer Service Office at: (22) 519 79 59 or another number specified by RIA. An Other Complaint may be filed by the Customer also by email to the address: [bokeft@euronetworldwide.com](mailto:bokeft@euronetworldwide.com), and in the case of Customers who are natural persons, also in writing by sending the Complaint to the address of the seat of Euronet specified in the T&C.
2. In the case of a Financial Complaint filed through the RIA Customer Service Office, the Authorised Customer's

Employee shall provide the Customer's name and his/personal data which he/she will be requested to provide in the process of identity verification by the RIA Customer Service Office.

3. Where it is impossible for an employee of the RIA Customer Service Office to verify correctly, i.e. in accordance with the procedures which apply at RIA, the Authorised Customer's Employee, the employee of the RIA Customer Service Office shall refer the Authorised Customer's Employee to the Customer.
4. In the case of positive verification, RIA shall receive the Other Complaint of the Authorised Customer's Employee and advise of the further steps to be taken by RIA to process the Complaint.
5. Other Complaints shall be processed immediately, no longer than within 15 Business Days of the registration of the Complaint by RIA.
6. In particularly complicated cases which prevent the processing of an Other Complaint within the time limit referred to in section 5 above, the Complaint shall be processed within 35 Business Days of the registration of the Complaint by RIA.

#### **§ 12. Updating Customer data**

1. Before concluding the Agreement, the Customer is obliged to provide RIA with the following documents concerning the Customer:
  - a. confirmation that the Customer is the sole holder of the account specified by the Customer as the Bank Account for Deposits and the entity authorised to use the funds therein;
  - b. statement on the beneficial owner;
  - c. statement on the purpose of Deposits;
  - d. other documents specified by RIA, justified by the requirements under the law applicable as of the date of the identification process.
2. In the case of a change of the data or documents specified in section 1 above, the Customer is obliged to immediately provide RIA with scans of current versions of the documents to the address [compliancepl@euronetworldwide.com](mailto:compliancepl@euronetworldwide.com), no later than within 7 calendar days of the occurrence of the event which is the basis for the change of the data.
3. RIA shall be authorized to verify the data and documents, including but not limited their format, legibility and accuracy, to fulfil the obligations under the regulations on counteracting money laundering and terrorist financing, including with the use of external databases, as well as sanction lists.
4. In the event RIA finds incorrectness or irregularities or non-correspondence of the data or the risk of money laundering and terrorist financing, RIA shall have the right to request additional information or documents.
5. Where RIA requests additional information or documents referred to in section 4 above, the Customer, within the time limit set by RIA, no shorter than 3 Business Days of the day on which RIA sends its request,

shall provide RIA with the required information or documents by sending them by e-mail to the address of the Euronet Project Manager.

### **§ 13. Updating Authorised Customer's Employees' data**

1. The Customer shall send, through the Euronet Web Portal, an updated file comprising the changed data of the Authorised Customer's Employees, and also, upon a request from RIA, the Customer shall attach scans of the identity documents of the Authorised Customer's Employees, if such documents have changed, within 5 Business Days of the occurrence of the event being the basis for the change or notification of the request by RIA, respectively.
2. RIA shall be authorised to verify the data and scans of documents of the Authorised Customer's Employees, including but not limited to their format, legibility and accuracy, to fulfil the obligations under the regulations on counteracting money laundering and terrorist financing, including with the use of external databases, as well as sanction lists.
3. Where RIA finds irregularities or non-correspondence of the data or the risk of money laundering and terrorist financing in accordance with the procedures applied by RIA, including in the case of presence of Authorised Customer's Employees on sanction lists, RIA shall have the right to block the Card for the Authorised Customer's Employee or request additional information or documents.
4. Where RIA requests additional information or documents referred to in section 3 above, the Customer, within the time limit set by RIA, no shorter than 3 Business Days of the moment of RIA sending the request, shall provide Euronet with the required information or documents. In the event of failure to provide the full set of information or documents within the required time limit, RIA shall refuse to update the data of the Authorised Customer's Employee. Furthermore, in the aforementioned situation, RIA shall have the right to block the Authorised Customer's Employee, if the lack of presenting by the Customer of the documents or information required by RIA causes doubts regarding the correspondence between the data of the Authorised Customer's Employee with the actual reality.
5. In the case of blocking the Card of an Authorised Customer's Employee, to order a new Card the Customer shall follow § 3 of the Operating Procedure.
6. After positive verification by RIA of the Authorised Customer's Employees specified in the completed file, RIA undertakes to immediately delete or update the Authorised Customer's Employees' data.
7. In the case of a change of the name or surname of an Authorised Customer's Employee, RIA shall block the Card and issue a new Card in its place for the Authorised Customer's Employee whose name or surname have changed.

### **§ 14. Procedure of changing the account specified as the Bank Account for Deposits**

1. Subject to section 5, below, a change of the account specified by the Customer as the Bank Account for Deposits shall require the Customer to make a unilateral statement, in written format on pain of nullity, and send it to the address of the seat of Euronet specified in the Agreement or another address specified by RIA together with the indication of the number of the new account which the Customer specifies as the Bank Account for Deposits and documents confirming that the Customer is the sole holder of the account and entity authorised to use the funds deposited therein.
2. Where RIA finds irregularities in the statement or documents, RIA may request additional statements, information or documents. In such a case the information shall be provided to the Customer by e-mail sent to the address of the Customer Project Manager, and the Customer shall provide the additional statements, information or documents specified by RIA.
3. Having received the correctly sent statement, information and documents in accordance with section 1 or 2 above, RIA shall send, electronically, to the e-mail address of the Customer Project Manager, a confirmation of change of the account specified by the Customer as the Bank Account for Deposits and specify the day from which the change of the account specified as the Bank Account for Deposits becomes effective, and this should be a day within 5 days of the sending of the confirmation by RIA.
4. The sending by the Customer of the statement, information and documents in the manner referred to in this paragraph shall be treated as making the same both to Euronet and RIA.
5. A change of the number of Bank Accounts for Deposits specified in the Agreement shall require an amendment to the Agreement.

**APPENDIX NO. 2 – TECHNICAL SPECIFICATION OF FILES**

**Order for issuing Cards**

No	Field name	Example
1.	No.	1
2.	Name	Jan
3.	Surname	Nowak
4.	Address	Pańska 32/22
5.	City	Warszawa
6.	Postal code	00-101
7.	Citizenship	Polish
8.	Date of birth	1974-10-27
9.	PESEL	74102701234
10.	ID of Customer's region /branch or bank account No. – if the Agreement provides for more than one Bank Account for Deposits (optional)	11000100024444 123412341234
11.	ID of Customer's region /branch or bank account No. – if the Agreement provides for more than one Bank Account for Deposits (optional)	123

Filename:

<Merchant id>MYYYYMMDD.csv

where:

<Merchant id> – CompanyABC

M – constant,

YYYYMMDD is the date of creation of the file in the format YEAR-MONTH-DAY

Example: CompanyABCM20150515.csv

**Update of Authorised Customer's Employees' data**

No	Field name	Example
1.	No.	1
2.	Name	Jan
3.	Surname	Nowak
4.	Address	Pańska 32/22
5.	City	Warszawa
6.	Postal code	00-101
7.	Citizenship	Polish

8.	Date of birth	1974-10-27
9.	PESEL	74102701234
10.	ID of Customer's region /branch or bank account No. – if the Agreement provides for more than one Bank Account for Deposits (optional)	11000100024444 123412341234
11.	ID of Customer's region /branch or bank account No. – if the Agreement provides for more than one Bank Account for Deposits (optional)	123
12.	Type of change: DELETE EMPLOYEE or DATA CHANGE	DELETE EMPLOYEE

File No.:

<Merchant id>\_Aktualizacja\_danych\_YYYYMMDD.csv

where:

<Merchant id> – CompanyABC

\_Aktualizacja\_danych\_ – constant,

YYYYMMDD is a file creation date in the format YEAR-MONTH-DAY

Example:

CompanyABC\_Aktualizacja\_danych\_20150525.csv

**Daily report on the deposited amounts**

Heading:

No	Field name	Example
1.	Number of transactions	2
2.	Total number of transactions	7350

Content:

No.	Field name	Example
1.	Cardholder's name and surname	JAN NOWAK



2.	Last four digits of the card number	6622
3.	Card number	1234*****6622
4.	Transaction amount	4350
5.	BNA No.	02213
6.	BNA address	ALEJA ZWYCIESTWA 37 KOSZALIN
7.	Date and time	2015-05-12 17:22:04
8.	Transaction type	CD
9.	Transaction number	32135542131234 231

Filename:

<Merchant id>ARYYYMMDD.csv

where:

<Merchant id> – CompanyABC  
AR – constant,  
YYYYMMDD file creation date in the format YEAR-MONTH-DAY

Example: CompanyABCAR20150525.csv

#### Complaint statement

No	Field name	Example
1.	No.	1
2.	Reference No.	3345F
3.	Card number	123422*****1234
4.	Transaction date	2015-05-25
5.	Transaction amount	20 000,00
6.	Complaint amount	5 000,00
7.	Complaint date	2015-05-25
8.	Credited amount	5 000,00
9.	Complaint processing date	2015-05-25
10.	Complaint outcome	POSITIVE
11.	BNA's ID	123
12.	Transaction No.	2349987223
13.	Comment	Positive

Filename:

<Merchant id>\_RRMMDD,  
where:

<Merchant id> – CompanyABC  
YYMMDD – 150525  
\_zestawienie\_reklamacji – constant

Example:  
CompanyABC150525\_zestawienie\_reklamacji.xls

#### Card PIN codes

File issued in case of issuing new Cards or generating new PINs to Cards already issued.

No	Field name	Example
1.	No.	1
2.	Name	Jan
3.	Surname	Nowak
4.	Card number	1234*****1234
5.	PIN	2233

Filename:

Numery\_PIN\_<Merchant id>yyyymmdd.csv

where:

Numery\_PIN\_ – constant  
<Merchant id> – CompanyABC  
yyyymmdd – date

Example: Numery\_PIN\_CompanyABC20150525.csv

#### Daily report L2

Report produced following the application of the procedure referred to w § 5 section 8 T&C, containing information on all banknotes suspected to be counterfeits that shall not be credited to the Bank Account for Deposits.

No	Field name	Example
1.	No.	1
2.	BNA's ID	REC1234
3.	BNA's address	ALEJA ZWYCIESTWA 37 KOSZALIN
4.	Card number	1234*****1234 34

5.	Banknote denomination	100
6.	Banknote serial number	G92488493
7.	Requested amount	5000
8.	Credited amount	4900
9.	Transaction date	2015-05-12
10.	Transaction time	17:22:04
11.	Employee's name	Jan
12.	Employee's surname	Nowak

Filename:

TDW\_Dzienny\_raport\_L2\_YYYYMMDD.xls

where:

TDW\_Dzienny\_raport\_L2\_\_ - constant  
YYYYMMDD – date

Example: TDW\_Dzienny\_raport\_L2\_20150510.xls

## APPENDIX NO. 3 – BANKNOTE VERIFICATION PROCEDURE

### § 1. General Provisions

1. This Appendix sets forth the procedures for banknote verification which the Customer uses when ordering a Deposit.
2. The capitalised provisions of this Appendix shall have the meaning set forth in the T&C unless the content of this Appendix expressly specifies otherwise.

### § 2. Banknote verification procedures

1. With respect to banknotes the authenticity of which has not been confirmed or which are suspected to be counterfeits, the RIA i Euronet shall be authorised to apply the procedures under the applicable law, in particular Ordinance No 19/2016 of the President of the National Bank of Poland dated 17<sup>th</sup> August 2016 (“**Ordinance**”), according to which the following rules shall be applied including the following procedure:
  - a. in the case of the Customer depositing in an Euronet BNA of a banknote qualified as a “banknote of unconfirmed authenticity” within the meaning of the Ordinance, RIA shall credit the value of such banknote to the Bank Account for Deposits;
  - b. if the proceedings conducted in accordance with the Ordinance demonstrate that the banknote referred to in sub-section a. above was not authentic, then RIA shall charge the Customer with the amount of such banknote which shall be deducted from next payments due to the Customer from RIA; where no next payments are due to the Customer, the Customer shall be obliged to refund to RIA the amount of the banknote concerned within 7 days of the notice date;
  - c. if the Customer deposits in an Euronet BNA a banknote qualified as a “banknote suspicious as to its authenticity” within the meaning of the Ordinance, the amount of such banknote shall not be transferred to the Bank Account for Deposits and the banknote itself shall be handed over to a police unit in accordance with the applicable law;
  - d. if further proceedings conducted in accordance with the Ordinance demonstrates that the banknote referred to in sub-section c. above was authentic, then RIA shall transfer the amount of such banknote to the Bank Account for Deposits.
2. The information following from the activities specified section 1 above shall be included accordingly in the report on the deposited amounts. Furthermore, in each case of the Customer depositing in an Euronet BNA a “banknote suspicious as to its authenticity”, RIA shall generate and provide the Customer through the Euronet Web Portal a report on such banknotes.
3. Complaints concerning cases of occurrence of “banknotes suspicious as to their authenticity” shall be processed within the time limits applicable to Other Complaints depending on the operation of the competent state institutions involved in the proceedings referred to in section 1.d. above, in particular the police and the National Bank of Poland. Within such proceedings, such authorities may be provided with the Customer data.
4. If the Customer deposits in an Euronet BNA banknotes qualified as banknotes of unconfirmed authenticity or banknotes suspicious as to their authenticity, the Customer shall cancel the Deposit order by selecting the appropriate button after the Euronet BNA counts the banknotes and verifies their authenticity, the Euronet BNA shall not return such banknotes.