

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

§ 1. Subject of T&C; Definitions

1. These Terms and Conditions regulate Agreement for Acceptance of Cash Deposits in the Bank Note Acceptor (BNA) Network concluded between the Customer, Euronet and E360F.
2. For the purposes of interpretation of these T&C the Parties adopt the following definitions:
 - 1) **Agreement** – the document “*Agreement for Acceptance of Cash Deposits in the Bank Note Acceptor (BNA) Network*”, of which this T&C constitute integral part. The Agreement determines in particular Customer’s data, Parties’ contact data, rate of remuneration due to E360, number of Bank Account for Deposits and other specific terms agreed by the Parties. Depending on the context of the provision, the “Agreement” may be also understood as contractual relationship between the Parties, regulated by the document “*Agreement for Acceptance of Cash Deposits in the Bank Note Acceptor (BNA) Network*”, signed by the Parties, these T&C, including Appendices hereto, and - in the scope not regulated therein – by applicable provisions of Polish law;
 - 2) **Authorised Customer’s Employee** - a natural person having employment relationship, freelance work relationship or another relationship of a similar nature with the Customer or an entity co-operating with the Customer who is authorised to execute the Transaction for and on behalf of the Customer; the method of notifying Euronet of currently Authorised Customer’s Employees is defined in the Operating Procedure;
 - 3) **Bank Account for Deposits** - a bank account kept for the Customer by the bank; the number of the Bank Account for Deposits and details of the bank keeping the account are specified in the Agreement; an amendment of Bank Account for Deposits shall require that the Customer present a unilateral statement in writing, otherwise null and void, signed by persons authorised to represent the Customer in accordance with the National Court Register or Central Evidence of Economic Activity, as appropriate, and that the statement is sent to the Euronet address indicated in § 1 section 2 point 8) or another address indicated by Euronet; the sending of the statement, referred to in the preceding sentence, shall be treated as the presentation of a notification both to E360F and Euronet; the above-mentioned amendment shall become effective after 5 Business Days from the date of receipt by Euronet of the aforesaid statement;
 - 4) **Bank Note Acceptor (BNA)** - a device used in particular to accept cash Deposits from the Customer, identifying Authorised Customer’s Employees by the use of a Card at the BNA;
 - 5) **Business Day** - each day from Monday to Friday, except statutory holidays in Poland, in accordance with applicable laws;
 - 6) **Card** - an access tool to the Euronet BNA issued to the Customer in the form of an ID card, assigned to the Authorised Customer's Employee, for his/her identification at the Euronet BNA;
 - 7) **Agreement**, whose data have been specified in the Agreement;
 - 8) **Euronet** – Euronet Polska Sp. z o.o. with its registered office in Warsaw at ul. Inflancka 4c, 00-189 Warsaw, entered in the National Court Register at the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under number (KRS) 0000030408, with Tax ID No (NIP): 526-10-30-333, Statistical ID No (REGON): 011163179, with the share capital in the amount of PLN 57,904,000;
 - 9) **E360F** - Euronet 360 Finance Limited, a company incorporated under the laws of England and Wales, with its registered office at 5th Floor, North Block, 55 Baker Street, London W1U 7EU, the United Kingdom, registered in the companies register under number 06928422,
 - 10) **Euronet BNA or Euronet BNA Network** - the Network of devices with the BNA module operated by Euronet, located in Poland, enabling to make Deposits;
 - 11) **Euronet Web Portal** - the web page: <https://wplatydlafirm.epayworldwide.com/>;
 - 12) **FCA** - Financial Conduct Authority of the United Kingdom;
 - 13) **KNF** - Polish Financial Supervision Authority (*Komisja Nadzoru Finansowego*);
 - 14) **Operating Procedure** – procedure constituting Appendix No 1 to these T&C, which specifies operational procedures to be followed by the Parties in performance of the Agreement, including procedure applicable during registration of the Customer and the Authorised Customer’s Employees, updating of the provided details, procedure of Card issue, Card blocking, complaint handling and the cash Deposit acceptance process;
 - 15) **Project Manager** - a contact person appointed by the Party in order to implement the provisions of the Agreement, specified in the Agreement;
 - 16) **Purpose** - making cash deposits as part of and in connection with the business activity conducted by the Customer, disclosed in the National Court Register or Central Evidence of Economic Activity;
 - 17) **Report on the Customer’s Deposited Amounts** – report provided to Customer by Euronet according to § 5 section 1 of these T&C;
 - 18) **T&C** – these Terms and Conditions;

- 19) Transaction or Deposit** - all activities performed by the Euronet BNA, E360F and Euronet in order to execute the notification made by the Authorised Customer's Employee to deposit a specific cash amount in the Bank Account for Deposits through the Euronet BNA, confirmed by a relevant entry in the Euronet BNA log or other Euronet resources.

§ 2. Representations of the Parties

1. Upon concluding of the Agreement Euronet and E360F represent and warrant that:
 - 1) Euronet is an agent of E360F entitled to provide payment services on behalf of E360F, entered into the FCA register under No 511010;
 - 2) E360F is an entity with a license granted by the FCA to operate as an electronic money institution providing payment services, entered into the FCA register of payment service providers under No 900009;
 - 3) E360F is entitled to provide payment services within the territory of the Republic of Poland through agents, in particular through Euronet, on the basis of a notification addressed by the FCA to the KNF upon the request of E360F;
 - 4) the payment services, performed by E360F and Euronet as the agent of E360F pursuant to the Agreement and aiming at enabling the Customer to transfer Deposits to the Customer Bank Account, shall be conducted in accordance with all applicable laws.
2. Upon concluding of the Agreement, the Customer represents that:
 - 1) it conducts business activity compliant to the provisions of the law and the said business activity is disclosed in the National Court Register or Central Evidence of Economic Activity;
 - 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) The Deposits shall:
 - a) be made solely for the Purpose specified by these T&C;
 - b) be made for and on behalf of the Customer only by Authorised Customer's Employees;
 - c) not violate, in any case, any applicable laws.
3. Upon concluding of the Agreement, each Party represents that:
 - 1) it fulfils all conditions required in order to conclude the Agreement;
 - 2) it has know-how and human, technical and financial resources necessary to duly perform 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 obligations hereunder;
 - 4) the conclusion of the Agreement shall not cause any violations of laws applicable to the Party or 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 against third parties;
 - 5) it is not bankrupt, and no prerequisites occur for filing a petition for declaration of 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 affect the Party's capacity to perform obligations hereunder;
 - 7) it has obtained from relevant authorities all approvals and authorisations required to carry out its activity and it has fulfilled all requirements imposed on it by those 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, statute or internal procedures to conclude and perform the Agreement,
 - 9) the conclusion and performance of the Agreement does 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 Matter of the Agreement; General Rights and Obligations of the Parties

1. During the term of the Agreement and on terms and conditions specified herein:
 - 1) E360F shall agree to provide to the Customer, through the agent (Euronet), the payment service enabling the Customer to make the Deposits through the Euronet BNAs to the Customer's Bank Account for Deposits;
 - 2) Euronet shall agree to act as an agent of E360F by accepting cash deposited in the Euronet BNAs and to fulfil additional obligations connected with the Transaction, including in particular reporting, on terms and conditions specified in the Agreement.
2. Current list of Euronet BNAs is available at Euronet web page (www.euronetpolska.pl). Moreover, current list of Euronet BNAs may be sent to the Customer by an e-mail, upon Customer request submitted by Customer Project Manager to Euronet Project Manager. In such case Euronet Project Manager shall send the list to e-mail address indicated by Customer Project Manager within 3 Business Days upon receipt of such request.
3. Euronet shall confirm the readiness to launch production Deposit service, so enable Deposit service to the Authorised Customer's Employees, by sending information via e-mail to Customer Project Manager. Immediately, but no later than 5 Business Days after Euronet confirmation to launch production Deposit service, the Parties shall perform test Deposits. Positive results and settlement of the test Deposits will be sufficient to launch Deposit service in production environment, which shall be confirmed by the Parties by sending an information via e-mail by each Party Project Manager. Tests shall be conducted according to provisions of the Operating Procedure.

4. The Deposits made by the Authorised Customer's Employees shall be transferred by Euronet to the Bank Account for Deposits indicated by the Customer, of which the Customer is a holder, and reported in accordance with the provisions of the Agreement.
5. No provision of the Agreement shall in any way limit the rights of Euronet or E360F to offer other services at Euronet BNAs (including transactions of cash withdrawals with or without the use of a payment card, mobile phone top-ups, money transfers, distribution of other services and products). The Customer shall not be entitled in any case to the income from performance of additional services.
6. The Customer shall agree not to offer or enable any third parties other than Authorised Customer's Employees to make the Deposit cash in the Euronet BNAs, for any purpose other than the Purpose.
7. In connection with the provision by E360F of the services being subject to the Agreement to the Customer, Euronet shall be obliged, except other obligations defined herein, to perform the following activities on behalf of E360F:
 - 1) to handle complaints by the Euronet Call Center, according to Operating Procedure;
 - 2) to handle withheld Cards, according to the Operating Procedure.
8. The Parties agree that the Euronet BNAs shall not withhold any Cards at the request of the Customer.
9. The Customer agrees for entrusting the Euronet subcontractors with the auxiliary duties including CIT services (in particular discharging the BNAs and transport of cash) as well as the auxiliary duties regarding transaction data processing and call centre service used for performance of the main subject of the Agreement.
10. Euronet shall be liable to the Customer for damages caused by non-performance or negligent performance of activities entrusted to the Euronet's subcontractor as for its own actions or omissions.
11. The Parties shall comply with the law when performing the Agreement.
12. The Parties shall hold all approvals and authorisations and shall fulfil other requirements established by generally applicable laws for the duration of the Agreement.
13. The Parties shall co-operate when fulfilling the obligations hereunder, especially in order to ensure that the performance of the Agreement complies with the law.

§ 4. BNAs – File Interface

1. The Euronet system has been adapted to manage the Euronet BNAs and to generate files containing messages about the Deposits made at the Euronet BNAs.
2. The Euronet system communicates with the Customer's system through the transfer of files with a predetermined structure. The files shall be exchanged through Euronet Web Portal. Euronet Project Manager will deliver Customer Project Manager all required data to login into the Euronet Web Portal, in particular the password. Euronet Project Manager shall also generate to the Customer a new password in case of a loss thereof.
3. Technical specification of the file is contained in Appendix No 2 to the T&C.
4. Each of the Parties shall maintain the file interface in the form defined in these T&C throughout the term of the Agreement.
5. In case of emergency, the Parties shall use e-mail addresses specified in the Agreement. In case of exchanging information via e-mail, each Party shall be required to send files protected with password, that shall be exchanged in a separate communication between Parties' Project Managers.
6. Any change of addresses for emergency communication indicated in the Agreement may occur at the request of each of the Parties, in justified cases, agreed and accepted by sending approval via e-mail by the Parties Project Managers.

§ 5. Cash Reporting and Settlement

1. On each Business Day, Euronet shall generate on behalf of E360F and submit to the Customer via Euronet Web Portal Report on the Customer's Deposited Amounts, containing details of deposit Transactions made with the use of the Customer's Cards in all the Euronet BNAs during the settlement day to which the report applies. The Report shall contain, among other things, the full name of the payer, Card number, identification number and location of the Euronet BNA, date and time of the deposit, deposited amount, type of operation.
2. Anytime when a complaint was resolved, Euronet shall generate on behalf of E360F and submit to the Customer via Euronet Web Portal Collective List of Complaints – containing information on the corrections of erroneous deposit Transactions made by the Customer's Customers, including complaints found valid.
3. The cash deposited by the Customer shall be transferred to the Customer in such a manner that the total daily amount deposited by the Customer, indicated in the Report on the Customer's Deposited Amounts for a given day, shall be transferred by Euronet, on behalf of E360F, to the Bank Account for Deposits within 1 Business Day after the date of ordering the Transaction at the Euronet BNA, subject to section 4 below.
4. With respect to banknotes suspected to be counterfeits or banknotes the authenticity of which have not been confirmed, the Customer acknowledges that Euronet shall obey applicable provisions of law regulating the above aspects, in particular Ordinance no 19/2016 of the President of the National Bank of Poland dated August 17, 2016 (the '**Ordinance**'), according to which the following rules shall be applied:

- 1) in case the Customer deposited at Euronet BNA a banknote qualified as “banknote the authenticity of which has not been confirmed” in the meaning of the Ordinance, Euronet shall transfer, on behalf of E360F, to the Bank Account for Deposits the amount corresponding to such banknote;
- 2) if a proceeding carried on on the basis of the Ordinance reveals that the banknote mentioned in point 1) above was not genuine, Euronet shall charge the Customer with the value of the banknote which shall be set off from any subsequent transfer made to the Customer; in case no such transfers are due, the Customer shall be obliged to return to Euronet the amount of the banknote in question within 7 days upon Euronet’s demand;
- 3) in case the Customer deposited at Euronet BNA a banknote qualified as “banknote suspected to be a counterfeit” in the meaning of the Ordinance, the amount corresponding to such banknote shall not be transferred to Bank Account for Deposits whereas the banknote in question shall be transferred to the Police station as required by the applicable law;
- 4) if a proceeding carried on on the basis of the Ordinance reveals that the banknote mentioned in point 3) above was genuine, Euronet shall transfer the amount corresponding to the value of the banknote to Bank Account for Deposits.
5. Information resulting from the actions mentioned in section 4 above shall be appropriately reported in the Report on the Customer’s Deposited Amounts. Additionally, each case when the Customer deposited at Euronet BNA banknote qualified as banknote suspected to be a counterfeit, Euronet shall generate on behalf of E360F and submit to the Customer via Euronet Web Portal a report on such banknotes (Daily L2 Report).
6. The Customer acknowledges that complaints regarding Transactions where banknotes suspected to be counterfeits have been deposited shall be resolved within periods dependant upon actions performed by appropriate public bodies taking part in proceedings mentioned in section 4 point 4) above, in particular the Police and the National Bank of Poland. The Customer also acknowledges that Euronet may pass to the above bodies data regarding the Customer in relation to the above-mentioned proceedings.
7. Should the Customer deposit in Euronet BNA banknote qualified as banknote the authenticity of which has not been confirmed or banknote suspected to be a counterfeit, if the Customer chooses to cancel the Transaction by pressing appropriate button after the banknotes have been counted by the Euronet BNA and after Euronet BNA verified their authenticity, the BNA shall not return such banknotes.
8. Should the Ordinance be modified during the period of the Agreement or any other provisions of interpretations come into force regarding banknotes suspected to be counterfeits or banknotes the authenticity of which have not been confirmed, Euronet shall apply rules following from such new provisions or interpretations without a necessity to acquire Customer’s consent for which the Customer agrees. In case such new regulations modify provisions of section 4 – 7 above, Euronet shall inform Customer about such changes and the date when they shall enter into force.
9. In the case of non-performance of the obligation referred to in section 3 by Euronet, the Customer shall have the right to charge interest on the due amount for each day of delay at WIBOR ON rate binding on the first day of the delay.
10. The Customer shall verify on a daily basis the compliance of data communicated in the Euronet reports with the data included in the Customer’s internal systems and, in the case of any discrepancies, shall immediately notify Euronet of the irregularities identified, in accordance with the procedure concerning discrepancies of cash and reports, defined in the Operating Procedure. In the case of a failure to notify of any irregularities when making the Deposits to the Customer’s Bank Account within the deadline defined in the Operating Procedure, the Customer’s claims arising from irregularities when making the Deposits in the Euronet BNAs shall expire.
11. After the end of each month, Euronet shall notify the Customer, on behalf of E360F, of the balance of cash deposited by the Customer at the Euronet BNAs, remaining within the Euronet network at the end of a given month, and the Customer shall be obliged to submit to Euronet the confirmation of the said cash balance within 10 days from the date of receipt by the Customer of the balance notification.
12. If any discrepancy regarding the balance received by Euronet is found, the Customer shall submit to Euronet a report presenting the discrepancies within 10 days from the date of receipt by the Customer of the balance notification. In such case, Euronet shall be obliged to verify, on behalf of E360F, the notification of the cash balance sent to the Customer within 10 Business Days from the report receipt date.

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

1. E360F is an entity subject to the laws counteracting money laundering and financing of terrorism, and it is obliged in particular to carry out the identification of the Customer and the Authorised Customer's Employees.
2. In order to facilitate the identification process, referred to in section 1 above, the Customer shall be obliged to provide Euronet with information and documents specified in Operating Procedure.
3. Euronet shall provide the Customer with the Cards together with PIN numbers needed for their activation in the quantity equal to the number of persons on the list of the Authorised Customer’s Employees, in line with the provisions of the Operating Procedure, and shall sent them to the Customer’s address indicated in the the Agreement, within the time limit indicated in the Operating Procedure.

4. The Cards shall be assigned to the Authorised Customer's Employees in accordance with the information forwarded to Euronet by the Customer. Customer shall agree to indicate to Euronet solely persons authorised by the Customer, acting as the Authorised Customer's Employees, to make the Deposits in the Euronet BNAs for and on behalf of the Customer, including persons authorised to give approval for making the Deposits.
5. The Card and the PIN number shall be the sole identifier of the Authorised Customer's Employee for the purposes of performance of the Agreement, and in particular for making the Deposits. The Customer shall ensure that a given card shall be used solely by the Authorised Customer's Employee to whom the Card has been assigned.
6. The Customer shall notify Euronet, on the same Business Day at the latest, of each case where access to the Card or the PIN number has been obtained or may be obtained by a person other than the Authorised Customer's Employee, including the loss or theft of the Card. The Customer shall ensure that information about the aforesaid cases is obtained from the Authorised Customer's Employees within a time limit enabling to notify Euronet in accordance with the preceding sentence.
7. Euronet shall be authorised to block the Cards, if Euronet determines the existence or suspicion of cases referred to in sections 5-6 above. In such case, Euronet shall notify the Customer of the blocking, on the same Business Day at the latest, and shall provide information on the Cards blocked.
8. Description of the procedure of Card blocking is contained in the Operating Procedure.
9. The Operating Procedure also regulates the process of issue of new or additional Cards.

§ 7. E360F Remuneration and Payment Terms

1. In exchange for the fulfilment of obligations following from the Agreement, E360F shall be entitled to receive remuneration from the Customer. The remuneration shall be calculated on a monthly basis and shall amount to a percentage of the total face value of the cash deposited on behalf of the Customer at the Euronet BNAs, whereas the rate of the remuneration (the above-mentioned percentage of the total face value of Deposits) is determined in the Agreement.
2. The remuneration shall be increased by the due VAT tax amount, according to the applicable law.
3. The remuneration shall be payable by the Customer after the end of each respective settlement period, within 14 days of the date of the invoice. E360F shall issue an invoice after each settlement period, according to the applicable law.
4. The Customer declares that it is an active VAT taxpayer and holds Tax ID No (NIP) specified in the Agreement.
5. The Parties declare that they do not use the cash method for VAT settlements.
6. E360F authorises the Customer to pay the remuneration to bank account No 06 1160 2202 0000 0002 2244 7886 belonging to Euronet. At the same time, the settlement between E360F and Euronet for activities performed by Euronet as the agent of E360F implementing the Agreement shall be made pursuant to a separate agreement concluded independently from the Agreement by E360F and Euronet. The Customer shall not be in any way financially liable towards Euronet for payment of the remuneration for performance of any activities hereunder by Euronet.
7. An amendment of bank account indicated in section 6 above does not constitute change of the Agreement but shall require that E360F provides the Customer with a unilateral statement in writing, otherwise null and void, signed by persons authorised to represent E360F.
8. If the Agreement determines the minimal yearly amount of Deposits guaranteed by the Customer, the following rules shall apply. If the the total amount of Deposits made by the Customer in a given calendar year (i.e. from 1 January to 31 December) for which the remuneration is charged is less than PLN amount indicated in the Agreement, the remuneration shall be adjusted for the benefit of E360F. The adjustment of the remuneration shall be calculated using the following formula: (amount in PLN of minimal yearly Deposits following from the Agreement – the amount of actual Deposits in a given calendar year) * rate of remuneration of E360F following from the Agreement. If any of the years of the term of the Agreement is an incomplete calendar year, the remuneration shall be adjusted if the total amount of Deposits made by the Customer in a given incomplete calendar year is less than the amount calculated as the product of the number of calendar days of the term of the Agreement in a given incomplete calendar year and the amount of 1/365 of the minimal yearly amount of Deposits guaranteed by the Customer. In the remaining scope the above formula for adjustment of E360F's remuneration shall be applied respectively.

§ 8. The Agreement Term

1. The Agreement shall enter into force as of the date of signing hereof by the Parties.
2. The Agreement shall be concluded for an indefinite period of time. The Agreement can be terminated by mutual agreement of the Parties or on 3-months length period of notice, calculated from the end of calendar month. The Parties agree that neither of them can issue the termination notice within the first 3 month of the Agreement validity.
3. In addition, each of the Parties shall have the right to terminate the Agreement with immediate effect, if the other Party violates the provisions of the Agreement and does not remedy the violation within an additional time limit, not shorter than 30 days, specifically given to the Party in writing otherwise null and void.
4. Each of the Parties shall be authorised to terminate the Agreement with immediate effect, if FCA or KNF demands that the Agreement be terminated or amended; where any amendment is demanded, if the Parties fail to reach an agreement as to the wording of the required amendment within an appropriate time limit, not longer than that indicated by FCA or KNF, respectively.

5. The Agreement may be terminated with immediate effect when the competent court or authority has issued a decision or adopted a resolution on dissolution or liquidation of any of the Parties.
6. No omission by either Party to request strict observance of any material condition of the Agreement shall be deemed a waiver of any right to request at a later date strict observance of such a condition or any other significant condition of the Agreement.

§ 9. Communication

1. Project Managers shall be indicated in the Agreement.
2. All notices and correspondence shall be delivered by the Parties to each other via e-mail to the addresses specified in the Agreement or personally or via registered letter or courier to the address of the Customer indicated in the Agreement or – in case of Euronet or E360F – addresses indicated in the T&C.
3. Each Party may change its contact details or any authorized representative, including Project Manager, by informing the other Party according to section 2 above. Such change shall not be regarded as changes of the Agreement and shall not require the other Party's consent.
4. To a reasonable extent, each of the Parties may request a change of the Project Manager of the other Party; provided, however, that the failure by either Party to adhere to the request for the change submitted by the other Party does not constitute a violation of the Agreement.

§ 10. Confidentiality

1. The Parties agree that all information and materials received in connection with the conclusion or performance of the Agreement shall be confidential and cannot be made available to any third parties, published or otherwise disclosed without the consent of the other Party.
2. The information, referred to in section 1, shall be understood in particular as the content of the Agreement and:
 - a) all information constituting the company's secret within the meaning of the Act of 16 April 1993 on Combating Unfair Competition;
 - b) information communicated at meetings and training courses, organised by any of the Parties;
 - c) information in the form of sets of internal regulations and other written papers, 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) have been previously known to the receiving Party;
 - 2) are or shall become publicly known through no unlawful activity of a given Party,
 - 3) have been legally received from a third party without any limitations and without any violation hereof,
 - 4) have been received as a result of a consent given by the other Party in writing;
 - 5) are being disclosed under applicable laws to the extent required by the same.
4. Each of the Parties shall agree to use their due endeavours not to disclose, either directly or indirectly, any confidential information due to any reason, except the disclosure of the aforesaid information to Affiliate Companies of the Party, persons having employment relationship, freelance work relationship or another relationship of a similar nature with the Party or its Affiliate Company, provided that the access of those entities to confidential information is:
 - 1) necessary to conclude or perform the Agreement;
 - 2) limited to confidential information necessary for the performance by those entities of any activities connected with the conclusion or performance of the Agreement.
5. The Parties agree 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 entities, referred to in section 4 above, as for their own actions and omissions.
7. The content of the Agreement and all information shared before the signing and throughout the term hereof shall remain confidential for the duration of the Agreement and 5 years after the expiry or termination hereof. The confidentiality obligation in this respect shall not apply to the disclosure of the content of the Agreement to auditors and legal advisors of both Parties.

§ 11. Personal data

1. Acting pursuant to Article 28 section 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 (referred to in this paragraph as 'GDPR'), the Customer, as the personal data controller, in order to perform the Agreement, entrusts Euronet and E360F with the processing of personal data of the Authorised Customer's Employees.

2. Euronet and E360F shall be permitted to process the entrusted data only to the extent of personal data of Authorised Customer's Employees mentioned in § 3 section 1 of Appendix no 1 to the Agreement and for the purpose of execution of the subject matter of the Agreement.
3. Prior to the commencement of processing of the entrusted data, Euronet and E360F shall be obliged to employ appropriate technical and organisational measures to ensure a level of security appropriate to the risk of varying likelihood and severity for the rights and freedoms of natural persons, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing. In particular, the applied measures should ensure protection of the processed data and in particular protect the data against the disclosure thereof to unauthorised persons, unlawful possession by an unauthorised person, processing, modification, loss, damage or destruction.
4. Euronet and E360F shall be responsible for determining which personal data are entered into the data filing system, when and by whom, and to whom they are transferred. The persons authorised to process data shall be obliged to keep these data and their protection method confidential.
5. Euronet and E360F shall be also obliged to:
 - 1) process the personal data solely on the written instructions of the Customer (meant as the Agreement or other instructions issued by the Customer and accepted by Euronet and E360F);
 - 2) promptly notify the Customer of any communication from data subjects regarding the processing of their personal data, or any other communication (including from a supervisory authority) relating to either Party's obligations under the GDPR in respect of the entrusted data;
 - 3) immediately upon becoming aware notify the Customer of any personal data breach, such notice to include all information reasonably required by the Customer to comply with its obligations under the data protection laws;
 - 4) permit the Customer or an auditor mandated by the Customer, on reasonable prior notice, not shorter than 7 days, to inspect and audit (at Customer's cost) the facilities and systems used by Euronet or E360F to process the personal data, the technical and organizational measures used to ensure the security of the personal data and the records maintained by Euronet or E360F relating to that processing and to demonstrate compliance with Article 28 of the GDPR;
 - 5) provide any assistance (which may include providing information) reasonably requested by the Customer in relation to (i) any communication received under point 2) above, as well as any similar communication received by the Customer directly; (ii) any personal data breach; or (iii) demonstrating compliance with the Agreement and Article 28 GDPR;
 - 6) cease processing the personal data immediately upon the termination or expiry of the Agreement, unless and solely to the extent and for such period as required by applicable law to which Euronet or E360F is subject;
 - 7) assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Euronet or E360F.
6. Euronet and E360F shall have the right to subcontract the data processing to their subcontractors, referred to in § 3 section 9 hereof, to the extent necessary for performance of activities entrusted to them hereunder.
7. Euronet and E360F, their employees and cooperating entities shall be released from the confidentiality obligation in a situation where, in view of applicable laws, they must disclose information to competent government authorities and financial supervision institutions.
8. In the case of termination of the Agreement, Euronet and E360F shall be obliged to immediately delete personal data processed entrusted by the Customer, irrespective of the type of data medium on which the data have been captured, in particular those stored in IT systems, with the proviso that the "deletion" of data may also mean the continued storage thereof in an anonymised form (in accordance with the provisions of GDPR). This obligation shall not apply to any cases where the obligation to continue the data processing arises from applicable laws and copies of documents relating to cases pending before the law enforcement authorities and before the court. At the request of the Customer, Euronet shall be obliged to immediately submit a statement on fulfilment of the obligations stipulated in this section.
9. The data confidentiality obligation shall be binding on Euronet and E360F for the duration of the Agreement and after the expiry of the term hereof.
10. In cases justified in particular by corporate requirements, Euronet or E360F may transfer the personal data to a third country (a 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 guaranteed. In such cases Euronet or E360F shall ensure that adequate safeguards are provided by applying any of the following measures:
 - 1) personal data are transferred to a country with respect to which the European Commission has decided that it ensures an adequate level of protection;

- 2) in case of recipients in the United States of America – the personal data may be transferred only to such entities which are subject to the Privacy Shield; or
 - 3) the transfer takes place on the basis of standard data protection clauses adopted by the European Commission or binding corporate rules which ensure appropriate safeguards or otherwise as allowed by GDPR.
11. In cases of actual transfer of the personal data to the third country, the Customer and the data subject shall be entitled to obtain a copy of the safeguards from Euronet, upon request.
 12. The Customer acknowledges that E360F (and till the 13th of July 2018 – E360F and Euronet) are data controllers with respect to the personal data of the Authorised Customer's Employees, for the purposes of compliance with requirements following from the law on money laundering and terrorism financing. The Customer undertakes to provide the Authorised Customer's Employees – on behalf of Euronet and E360F – with all information required under Article 14 of the GDPR regarding the above personal data processing. The exact wording of the informational clause shall be agreed by the Customer with Euronet.

§ 12. Liability of E360F and Euronet

1. To the extent permitted by law, the liability of E360F and Euronet for non-performance or negligent performance of the Agreement shall be limited to actual losses.
2. E360F and Euronet shall not be held liable for any consequences due to a fault in the of execution of the Deposits, if those have been made in accordance with the Transaction process description contained in § 13 of the Operating Procedure. The Customer accepts that E360F and Euronet receive the Deposits in the Euronet BNAs and transfer the funds to the Bank Account for Deposits solely on the basis of its number which is a unique identifier within the meaning of the regulations on payment services, irrespective of other Customer information in the possession of Euronet, E360F or other suppliers of payment services participating in the execution of the Deposits. E360F and Euronet shall not be held liable for any consequences of execution of the Deposits in accordance with the number of the Bank Account for Deposits.
3. E360F and Euronet shall not be held liable for the execution of Deposits by any person other than the Authorised Customer's Employee, if he/she uses correct data, in particular the Card, unless the aforesaid events are caused by a wrongful act or omission of Euronet.
4. The overall liability of E360F and Euronet for any actual damages suffered by the Customer as a result of non-performance or negligent performance of the Agreement shall be limited to the total amount of PLN 10,000.00. To avoid doubts the Parties confirm that the above-mentioned limit of liability of E360F and Euronet shall not regard the obligation of E360F and Euronet to transfer full amount of Deposits made by the Authorised Customer's Employees to the Bank Account for Deposits.
5. E360F and Euronet shall not be held liable, if non-performance or negligent performance of the Agreement arises from the law, in particular the laws on counteracting money laundering and terrorism financing.
6. E360F and Euronet shall not be held liable if non-performance of the Agreement arises from the event of *force majeure*.
7. The limitations of liability described in this paragraph shall not apply to any damages caused by wilful misconduct or situations where the applicable laws do not allow for limitation of liability.
8. If any proceedings initiated may result in Euronet's or E360F's liability under the Agreement, the Customer shall promptly deliver to Euronet a relevant notice and shall proceed within the scope of its authorisation to enable active participation of Euronet or E360F in such proceedings, provided that it will be permitted by the governing law, in order to properly represent the rights of Euronet or E360F.

§ 13. Liability of the Customer

1. The Customer shall indemnify Euronet and E360F against any losses incurred by Euronet or E360F, 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. In the case of violation of the Agreement by the Customer as a result of which Euronet or E360F is obliged by a final and binding court decision to pay any amounts to third parties, including the Authorised Customer's Employees, the Customer shall agree to reimburse Euronet or E360F for the amounts paid and costs of proceedings. The Parties agree that there must be an adequate causal link between violation of the Agreement by the Customer and the obligation to pay any amounts to third parties by Euronet or E360F.
3. If any proceedings initiated may result in the Customer's liability under the Agreement, including under the preceding clause, Euronet shall promptly deliver to Euronet a relevant notice and shall proceed within the scope of its authorisation to enable active

participation of the Customer in such proceedings, provided that it will be permitted by the governing law, in order to properly represent the rights of the Customer.

§ 14. Trademarks; dispute resolution; assignment

1. The Customer acknowledges that Euronet trademarks or any other trademarks used or adopted by Euronet in the course of business are the sole property of Euronet or its Affiliate Company and, subject to the provisions of the Agreement, only Euronet or the licensees designated by Euronet have the right to use such trademarks.
2. During the period of the Agreement, the Customer shall have the right to place trademarks or logos of Euronet in its advertising and promotion materials only provided that Euronet has given a prior approval in writing or via e-mail for such action.
3. The Parties shall, through negotiations and consultations, settle any disputes arising from the Agreement or related hereto. In the event of not reaching agreement through negotiations and consultations, any disputes arising in connection with the performance of the Agreement shall be resolved by a competent court of law for the Capital City of Warsaw.
4. By a written notice sent to the other Party, either Party may transfer its rights under the Agreement to:
 - 1) its Parent Company or Affiliate Company,
 - 2) the entity being a third party in relation to transfer of all or part of the activity which is the subject of the Agreement into such entity in the form of transferring the enterprise or its organised part.
5. For the purposes of the Agreement:
 - 1) the Parent Company means a company or an entity having more than 50% of shares in the Party,
 - 2) the Affiliate Company is the entity in which more than 50% of shares are owned by the Party or by the Parent Company or the Parent Company of the Parent Company.
6. Subject to section 4 above, either Party may assign its rights under the Agreement to a third party only after receiving a prior written consent of the other Party, save that such consent may reasonably depend on the fulfilment of certain conditions, but shall not be refused or withheld without important reasons.

§ 15. Final Provisions

1. The Agreement and any obligations hereunder shall be governed by the Polish law. In matters not regulated by the Agreement, the generally applicable provisions, in particular the provisions of the Civil Code, shall apply, without prejudice 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 should 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 implementation of the Agreement. In particular, if either Party does not meet the expectations of other Parties in terms of the time of answering questions asked about emerging problems, or if the quality of the documents submitted is questioned or a failure of the communication system prevents the Parties from contacting each other, the affected Party shall promptly notify other Parties of the occurrence of the problem, and the Parties shall start negotiations to resolve any problems described in this clause.
5. Euronet shall have the right to take any and all actions related to the Agreement on behalf of E360F in coordination with E360, including exercising any and all rights of E360F, making statements on behalf of E360F and accepting statements made to E360F, regardless of the specification of such actions in the Agreement.
6. In case of any discrepancies, Polish version of the Agreement, including T&C, shall prevail.
7. The following Appendices form integral part of these T&C:

Appendix 1 Operating Procedure;
Appendix 2 Files Technical Specification Labelling.

APPENDIX NO 1- OPERATING PROCEDURE

§1. General Provisions

1. This Appendix specifies the procedure to be followed by the Parties in particular during registration of the Customer, the Authorised Customer's Employees, updating of the provided details of the Customer and the Authorised Customer's Employees and Card issue. It also regulates the cash Deposit acceptance process and other operational issues relating to the cash Deposit acceptance.
2. Unless the content of this Appendix expressly provides otherwise, the provisions used herein with capital letters shall have the meaning assigned in the T&C.

§2. Service Launch; Tests

1. Before concluding the Agreement, the Customer is obliged to deliver to Euronet Project Manager, to e-mail address specified in the Agreement, the following documents regarding the Customer:
 - a. confirmation of holding the Bank Account for Deposits;
 - b. declaration on beneficial owner;
 - c. declaration of reason of making Transactions;
 - d. other documents indicated by Euronet, justified by the requirements of laws applicable on the date of the identification process. Declarations mentioned above should be delivered according to specimen available at www.euronetpolska.pl.
2. Euronet, upon its discretion, may decide to resign from requesting a particular document or documents mentioned in section 1 above. Euronet may also decide to request that the Customer provides a copy of the Customer's ID document.
3. Euronet shall be entitled to check the accuracy of the sent details, the compliance of the attached scans of documents as regards their format, legibility and veracity, also with the use of external data bases.
4. Euronet shall confirm the accuracy and compliance of details and scans of documents by sending a confirmation electronically to the Customer Project Manager to e-mail address indicated in the Agreement. In case of finding any irregularity or inconsistency in the sent details, Euronet has the right to request additional information or documents. In such a case, the Customer shall be notified of the Euronet's request in the manner indicated in the first sentence of this section.
5. If Euronet requests additional information or documents, the Customer shall provide them within 3 Business Days from sending a request by Euronet.
6. To avoid doubts, Euronet shall not be obliged to enter into Agreement with the Customer, especially if the analysis of Customer's documentation or declarations raises any concerns.
7. Before the service launch the following technical aspects shall be tested by the Parties:
 - a. access to the Euronet Web Portal confirmed by Customer's Product Manager;
 - b. test of sending files by the Customer using Euronet Web Portal;
 - c. Card issuing test and Card PINs delivery;
 - d. Deposit test, sending the due amount to the Customer account and confirmation of due amount and the required reports according to § 5 of T&C.
8. Project Managers of the Parties shall confirm via e-mail a capability to perform Deposits on entire Euronet BNAs Network after performing all steps mentioned in section 7 above.
9. Euronet Project Manager shall inform Customer's Project Manager about the Euronet readiness date to enable performing Deposits by the Customer.

§3. Card Issue

1. The Customer shall send via the Euronet Web portal the list of the Authorised Customer's Employees (hereinafter "**the Card Issue File**") in the form of the CSV file, according to § 1 of Appendix No 2 to T&C, along with the following information:
 - a. full name;
 - b. permanent address and residence address;
 - c. citizenship and date of birth;
 - d. Personal ID No (PESEL).
2. If requested by Euronet, the Customer shall also send, to compliancepl@euronetworldwide.com, scans of ID documents of all Authorised Customer's Employees listed in the Card Issue File.
3. Euronet shall be entitled to check the accuracy of the sent details, the compliance of the attached scans of documents of the Authorised Customer's Employees as regards their format, legibility and veracity, also with the use of external data bases, and shall verify the presence of the Authorised Customer's Employees on sanction lists.

4. Euronet shall confirm the accuracy and compliance of details included in the Card Issue File and scans of documents by sending a confirmation electronically to the e-mail address indicated in the Agreement. In case of finding any irregularity or inconsistency in the sent details or presence of the Authorised Customer's Employees on sanction lists, Euronet has the right to refuse to issue a card to the Authorised Customer's Employee or to request additional information or documents. In such a case, the Customer shall be notified of the Euronet's request in the manner indicated in the first sentence of this section.
5. Once Euronet confirms the accuracy and compliance of details provided in the Card Issue File and the Customer delivers the missing details or documents requested by Euronet, Euronet shall deliver Cards in a manner agreed upon in the operating mode by the Project Managers, within 30 calendar days from the date of sending by Euronet a confirmation of the accuracy of documents and details included in the Card Issue File, in the number equal to the number of the Authorised Customer's Employees appearing in the confirmed document of the Card Issue File.
6. The Customer, within 5 Business Days from the day of receipt of the Cards, shall confirm to Euronet that the number of the Cards received conforms with the number of the Authorised Customer's Employees appearing in the confirmed document of the Card Issue File. A confirmation shall be sent electronically by the Customer's Project Manager to the e-mail address of the Euronet's Project Manager. In case of inconsistency between the number of the Cards delivered and the number of the Authorised Customer's Employees appearing in the confirmed document of the Card Issue File, the Customer, in the time limit and manner referred to in the preceding sentence, shall notify the Euronet's Project Manager accordingly, and Euronet shall start the explanatory proceedings.
7. The Authorised Customer's Employee can hold not more than one active Card. In case of the necessity to issue a new Card, the Customer or the Authorised Customer's Employee should restrict the old Card, and then proceed according to this § 3 of the Operating Procedure.
8. PIN numbers for the Cards shall be delivered by Euronet electronically to the Euronet Web Portal, accordance with the specification following from § 2 of Appendix No 2 to T&C.

§4. Update of the Customer's details

1. In case of any change in details sent in accordance with the requirements of this Procedure, the Customer is obliged to immediately deliver scans of valid versions of documents to Euronet's e-mail address compliancepl@euronetworldwide.com, but no later than within 7 calendar days from the occurrence of the event underlying such a change in the details.
2. Euronet shall confirm the accuracy of the sent details, also with the use of external data bases, verify the presence and confirm the accuracy of sent scans of documents by sending a confirmation electronically to the e-mail address indicated in the Agreement. In case of finding any irregularity in the sent details, Euronet has the right to request additional information or documents from the Customer. In such a case, the Customer shall be notified of the Euronet's request in the manner indicated in the first sentence of this section.
3. If Euronet requests additional information or documents, as referred to in section 2, the Customer shall present to Euronet, within 3 Business Days from sending a request by Euronet, the requested information or documents by sending them to the address indicated in the Agreement.

§5. Card blocking procedure

1. In case of a loss of the Card, the Authorised Customer's Employee is obliged to immediately report this fact to the Euronet Customer Service Office by calling the number: (22) 519 79 59.
2. During the conversation, the Authorised Customer's Employee shall give the Customer's name and his/her personal details, which will be requested during the identity verification process conducted by the employee of the Euronet Customer Service Office.
3. If the employee of the Euronet Customer Service Office is not able to properly verify the Authorised Customer's Employee in accordance with the procedures in force in Euronet, the employee of the Euronet Customer Service Office shall contact electronically the Customer's Project Manager in order to confirm the instruction of the person reporting the necessity to restrict the Card. The Customer's Project Manager is obliged to confirm the identity of the Authorised Customer's Employee and his/her instruction, and to forward the relevant information electronically, to the e-mail address indicated by the employee of the Customer Service Office, as well as to train the Authorised Customer's Employee in the identity verification procedure in force in Euronet. If there is no possibility to confirm the instruction in the manner specified in the preceding sentence, the Customer's Project Manager shall notify the employee of the Euronet Customer Service Office of this fact and shall pass the information whether the Card shall be restricted or not.
4. In case of positive verification Euronet shall block the Card of the Authorised Customer's Employee, the employee of the Euronet Customer Service Office shall contact the Customer's Project Manager in order to inform him/her about a loss of the Card by the Authorised Customer's Employee and about the necessity to place an order for a new Card for the Authorised Customer's Employee. If the Customer's Project Manager takes a decision not to issue a new Card to replace the restricted one, he/she shall notify the employee of the Euronet Customer Service Office with the aim to block the Card.
5. To order a new Card, the Customer's Project Manager shall proceed in accordance with § 3 of this Operation Procedure.

6. The Customer may block the Cards issued to the Authorised Customer's Employees by sending, through Euronet Web Portal, the update data file (hereinafter "Update of Employees Details"), according to specification indicated in § 1 of Appendix No 2 to T&C.
7. In case of improperly supplemented file of the Update of Employees Details or any doubts on the side of Euronet, Euronet shall contact the Customer's Project Manager in order to clarify the doubts or request to send missing details.

§6. Loss of the PIN number for the Card

1. In case of a loss of the PIN number for the Card, the Authorised Customer's Employee is obliged to immediately contact the Euronet Customer Service Office by calling the number: (22) 519 79 59.
2. The Authorised Customer's Employee shall give the Customer's name and his/her personal details, which will be required during the process of verifying the identity of the Authorised Customer's Employee by the employee of the Euronet Customer Service Office.
3. If the employee of the Euronet Customer Service Office is not able to properly verify the Authorised Customer's Employee in accordance with the procedures in force in Euronet, the employee of the Euronet Customer Service Office shall contact electronically the Customer's Project Manager in order to confirm the instruction of the person reporting a loss of the PIN number. The Customer's Project Manager is obliged to confirm the identity of the Authorised Customer's Employee and his/her instruction, and to forward the relevant information electronically, to the e-mail address indicated by the employee of the Customer Service Office, as well as to train the Authorised Customer's Employee in the identity verification procedure in force in Euronet. If there is no possibility to confirm the instruction in the manner specified in the preceding sentence, the Customer's Project Manager shall notify the employee of the Euronet Customer Service Office of this fact and shall pass the information whether a new PIN number for the Card shall be assigned.
4. In case of positive verification of the Authorised Customer's Employee, Euronet shall reset the Card PIN number and send a new PIN number for the Card to Euronet Web Portal, and the Euronet Customer Service Office shall contact electronically the Customer's Project Manager in order to inform about the successful PIN reset.

§7. Procedure of updating details of the Authorised Customer's Employees

1. The Customer shall send, via Euronet Web Portal, the file "Update of Employees Details" in the form of a CSV file, accompanied, upon Euronet request, with scans of ID documents of the Authorised Customer's Employees, if these documents have been changed.
2. The Customer is obliged, not later than within 5 Business Days from the occurrence of the event underlying a change in the details of the Authorised Customer's Employees, to update these details and send the file "Update of Employees Details" to Euronet in the manner specified in section 1.
3. Euronet shall check the accuracy of the sent details, the compliance of the attached scans of documents of the Authorised Customer's Employees as regards their format, legibility and veracity, also with the use of external data bases, and shall verify the presence of the Authorised Customer's Employees on sanction lists.
4. Euronet shall confirm the accuracy of details included in the Update of Employees Details and scans of documents by sending a confirmation electronically to the e-mail address indicated in the Agreement. In case of finding any irregularity in the sent details or presence of the Authorised Customer's Employees on sanction lists, Euronet has the right to refuse to issue a Card to the Authorised Customer's Employee or to request additional information or documents. In such a case, the Customer shall be notified of the Euronet's request in the manner indicated in the first sentence of this section.
5. If Euronet requests additional information or documents, the Customer has 3 Business Days from the time of sending a request by Euronet, to present the required information or documents to the Euronet Project Manager. In case of a failure to deliver a complete information in due time, Euronet shall refuse to update the details of the Authorised Customer's Employee.
6. Once Euronet confirms the accuracy of documents and details provided in the file "Update of Employees Details" and the Customer delivers the missing details or documents referred to in section 4, Euronet undertakes to immediately delete and/or update the details of the Authorised Customer's Employees.
7. If name or last name of the Authorised Customer's Employee shall be changed, Euronet shall block the Card and issue a new Card for the Authorised Customer's Employee, whose name or last name was changed.

§8. Withheld cards handling

1. If a Card is withheld in the Euronet Network BNA, including as a result of a failure of the Authorised Customer's Employee to collect the Card, Euronet shall collect such withheld Cards during standard BNA cash collection activities.
2. Then the Card shall be delivered to the Euronet's registered office where it shall be immediately destroyed by the authorised employee of Euronet.

3. Within 1 Business Day of the Card destruction, Euronet shall prepare the Card destruction record and shall send it to the address of the Customer's registered office.
4. The cost of sending the record shall be borne by Euronet.
5. The Card withholding and destruction is not tantamount to the issue of a new Card for the Authorised Customer's Employee. In order to issue a new Card, § 3 of this Procedure shall be followed.

§9. Complaints – general provisions

1. The following types of complaints are distinguished ("**Complaints**"):
 - 1) Complaints concerning a discordance in the transferred amount of Cash Deposits,
 - 2) Complaints concerning a discordance in the reports listed in § 5 section 1 of T&C,
 - 3) Complaints concerning the acceptance of a Cash Deposit at the Euronet BNA, resulting in a discordance or a difference between the amount deposited and the amount actually booked by Euronet ("**Financial Complaints**"),
 - 4) Complaints concerning other issues than those highlighted in items 1)–3) above ("**Other Complaints**").
2. Complaints shall be reported and handled in the manner specific for a given type of Complaint, pursuant to § 10–12 of this Procedure.

§10. Discordance in cash and reports

1. In case of finding a discordance in the amount of Cash Deposits sent by Euronet in any of the reports described in § 5 section 1 of T&C or an incorrect form of any of them, the Customer is obliged to immediately contact Euronet.
2. The Customer's Project Manager shall electronically contact the Euronet's Project Manager.
3. Complaints shall be handled immediately and resolved no later than within 20 working hours, i.e. from 8 a.m. to 6 p.m. on each Business Day (hereinafter "**Working Hours**") from the report.
4. A complaint shall be deemed resolved if Euronet provides appropriate explanations to the Customer or requests the Customer to provide additional information necessary for resolving a complaint.
5. If it is not possible to resolve a complaint within the time limit specified in section 3, Euronet shall immediately notify the Customer's Project Manager of the extension of the time limit and an indicative deadline for a complaint resolving.
6. The irregularities referred to in section 1 above shall be reported by the Customer within three months from the date of transferring the cash Deposit or the date of receipt of the report (depending upon which of these events occurred later).

§11. Procedure of handling Financial Complaints

1. In case of Financial Complaints, the Authorised Customer's Employee is obliged to immediately contact the Euronet Customer Service Office by calling the number: (22) 519 79 59.
2. The Authorised Customer's Employee shall give the Customer's name and his/her personal details, which will be required during the process of verifying the identity of the Authorised Customer's Employee by the employee of the Euronet Customer Service Office.
3. If the employee of the Euronet Customer Service Office is not able to properly verify the Authorised Customer's Employee in accordance with the procedures in force in Euronet, the employee of the Euronet Customer Service Office shall contact electronically the Customer's Project Manager in order to confirm the instruction of the person reporting the Financial Complaint. The Customer's Project Manager is obliged to confirm the identity of the Authorised Customer's Employee and his/her instruction, and to forward the relevant information electronically, to the e-mail address indicated by the employee of the Customer Service Office, as well as to train the Authorised Customer's Employee in the identity verification procedure in force in Euronet. If there is no possibility to confirm the instruction in the manner specified in the preceding sentence, the Customer's Project Manager shall notify the employee of the Euronet Customer Service Office of this fact and shall pass the information whether the Financial Complaint is justified and shall be handled by Euronet.
4. In case of positive verification, Euronet shall accept the Financial Complaint of the Authorised Customer's Employee and shall inform about further steps to be taken by Euronet in order to resolve the complaint.
5. A Financial Complaint shall be deemed resolved if Euronet provides appropriate explanations to the Customer or requests the Customer to provide additional information necessary for resolving a complaint.
6. If it is possible to handle the Customer's Financial Complaint without the necessity to unload the Euronet BNA, and the Customer's demands are positively verified, Euronet shall credit the Customer's account with the amount indicated in the Financial Complaint immediately, but no later than within 2 Business Days from registration of the Financial Complaint by Euronet.
7. If it is not possible to handle the Customer's Financial Complaint without the necessity to unload the Euronet BNA and to settle cash deposits in a given BNA, and the Customer's demands are positively verified, Euronet shall credit the Customer's account

with the amount indicated in the Financial Complaint immediately, but no later than within 20 Business Days from registration of the Financial Complaint by Euronet.

§12. Procedure of handling Other Complaints

1. In case of any complaints not covered by §§ 10 and 11 of this Operating Procedure, the Authorised Customer's Employee is obliged to immediately contact the Euronet Customer Service Office by calling the number: (22) 519 79 59.
2. During the conversation, the Authorised Customer's Employee shall give the Customer's name and his/her personal details, which will be requested during the identity verification process conducted by the employee of the Euronet Customer Service Office.
3. If the employee of the Euronet Customer Service Office is not able to properly verify the Authorised Customer's Employee in accordance with the procedures in force in Euronet, the employee of the Euronet Customer Service Office shall contact electronically the Customer's Project Manager in order to confirm the instruction of the person reporting Other Complaint. The Customer's Project Manager is obliged to confirm the identity of the Authorised Customer's Employee and his/her instruction, and to forward the relevant information electronically, to the e-mail address indicated by the employee of the Customer Service Office, as well as to train the Authorised Customer's Employee in the identity verification procedure in force in Euronet. If there is no possibility to confirm the instruction in the manner specified in the preceding sentence, the Customer's Project Manager shall notify the employee of the Euronet Customer Service Office of this fact and shall pass the information whether the complaint is justified and shall be handled by Euronet.
4. In case of positive verification, Euronet shall accept the complaint of the Authorised Customer's Employee and shall inform about further steps to be taken by Euronet in order to resolve the complaint.
5. Other Complaints not covered by the procedure shall be resolved forthwith.
6. A complaint shall be deemed resolved, if Euronet provides appropriate explanations to the Customer or requests the Customer to provide additional information necessary for resolving a complaint.

§13. Transaction Process Description

1. For the issue of an order for the Transaction by the Authorised Customer's Employee, for and on behalf of the Customer, a prior identification of the Authorised Customer's Employee at the Euronet BNA shall be necessary. The Authorised Employee shall be identified by using at the Euronet BNA an active Card which has been assigned to a given Authorised Customer's Employee and the PIN for that Card.
2. During the first Transaction, the Authorised Customer's Employee shall enter the PIN provided to the Customer's Project Manager by the Euronet's Project Manager. After the entry of this PIN, the Authorised Customer's Employee must perform one successful deposit Transaction to activate the card, and then he/she may set up an own PIN for a given card.
3. Only Transactions denominated in Polish zlotys may be ordered.
4. For the issue of an order for the Transaction, it shall be required to place funds at the Euronet's disposal for the Transaction execution by inserting banknotes into the Euronet BNA.
5. Euronet BNA shall notify the Authorised Customer's Employee of the maximum one-off Deposit amount or the maximum quantity of banknotes accepted at a time. No notification means that no such limits exist.
6. The Transaction shall be accepted by pressing the "Accept" button at the Euronet BNA. The Euronet BNA allows to cancel the identification and return the cash placed at the disposal of Euronet until the Transaction has been accepted, as referred to in the preceding sentence, without prejudice to Party 5 section 7 of T&C.
7. The Transaction acceptance for execution shall be confirmed by a message displayed by the Euronet BNA and a receipt printed by the Euronet BNA.
8. If the Transaction is ordered at the Euronet BNA after 23:30 hours, the Transaction shall be deemed to have been ordered on the following Business Day.

APPENDIX NO 2- TECHNICAL SPECIFICATION OF FILES

The Card Issue File

No	Field name	Example
	No	1
	Name	Jan
	Surname	Nowak
	Address	Pańska 32/22
	City	Warszawa
	Zip code	00-101
	Citizenship	Polskie
	Date of birth	1974-10-27
	PESEL	74102701234

File name:

<Merchant id>MYYYYMMDD.csv

Where:

<Merchant id> – CompanyABC

M – constant,

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

Example: CompanyABCM20150515.csv

Update of Employees Details

No	Field name	Example
	No	1
	Name	Jan
	Surname	Nowak
	Address	Pańska 32/22
	City	Warszawa
	Zip code	00-101
	Citizenship	Polskie
	Date of birth	1974-10-27
	PESEL	74102701234
	Type of change: REMOVE EMPLOYEE or CHANGE DATA	REMOVE EMPLOYEE

<Merchant id>_Aktualizacja_danych_YYYYMMDD.csv

Where:

<Merchant id> – CompanyABC

_Data_update_ – constant,

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

Example: CompanyABC_Aktualizacja_danych_20150525.csv

Daily transaction report

Header:

No	Field name	Example
	Number of transactions	2
	Total amount of transactions	7350

Body:

No	Field name	Example
	Cardholder	JAN NOWAK
	Last four digits of the card	6622
	Card number	1234*****6622
	Amount	4350
	BNA ID	02213
	BNA Address	ALEJA ZWYCIESTWA 37 KOSZALIN
	Date of transaction	2015-05-12 17:22:04
	Transaction type	CD
	Transaction ID	32135542131234 231

File name:

<Merchant id>ARYYYMMDD.csv

Where:

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

Example: CompanyABCAR20150525.csv

Collective List of Complaints

No	Field name	Example
	No	1
	Reference number	3345F
	Card number	123422*****1234
	Transaction date	2015-05-25
	Transaction amount	20 000,00
	Claim amount	5 000,00
	Claim date	2015-05-25
	Amount to be credited	5 000,00
	Claim solvetion date	2015-05-25
	Decision	POZYTYWNY
	BNA ID	123

	Transaction ID	2349987223
	Comment	Rozpatrzone pozytywnie

File name:

<Merchant id>_RRMMDD,
where:

<Merchant id> – CompanyABC
YYMMDD – 150525
_zestawienie_reklamacji – constant

Example: Company ABC150525_zestawienie_reklamacji.xls

Card PIN numbers

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

No	Field name	Example
	No	1
	Cardholder name	Jan
	Cardholder surname	Nowak
	Card number	1234*****12 34
	PIN	2233

File name:

Numery_PIN_<Merchant id>yyyymmdd.csv

where:

Numery_PIN_ - constant
<Merchant id> – CompanyABC
yyyymmdd – date

Example: Numery_PIN_ CompanyABC20150525.csv

Daily L2 report

Report generated due to provisions the Ordinance, as mentioned in § 5 of the T&C, informing of all banknotes suspected to be counterfeits that shall not be credited at the Bank Account for Deposits.

No	Field name	Example
	No	1
	BNA ID	REC1234
	BNA Address	ALEJA ZWYCIESTWA 37 KOSZALIN

	Card number	1234*****12 34
	Banknote denomination	100
	Banknote serial number	G92488493
	Requested amount	5000
	Credited amount	4900
	TrxDate	2015-05-12
	TrxTime	17:22:04
	Employee name	Jan
	Employee last name	Nowak

File name:

TDW_Daily_L2_report_YYYYMMDD.xls

where:

TDW_Daily_L2_report_ - constant
 yyyyymmdd – date

Example: TDW_Daily_L2_report_20150510.xls