

Regulations of Deutsche Bank Polska S.A.

on general terms and conditions
of rendering banking services

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SECTION I

General

Art. 1.

These Regulations of Deutsche Bank Polska S.A. on general terms and conditions of rendering banking services, hereinafter referred to as the „**Regulations**“ provide for the entire cooperation between the Customer and Deutsche Bank Polska S.A., hereinafter referred to as the „**Bank**“, in the scope of banking services. These Regulations are hereby included and made a part of the bank account agreement („**Bank Account Agreement**“) and of all and any agreements executed with the Bank, when referred to as applicable to the given Regulations.

Art. 2.

These Regulations have been issued pursuant to Art. 109 of the Banking Law of 29th August 1997 (Journal of Laws 1997 No. 140, item 939; as amended) („**Act**“) and Art. 384 of the Civil Code, and shall be applicable to Customers and any other persons through which the Bank renders services related with operation of bank accounts („**Accounts**“) in all contractual relationships referred to in Art. 109 of the Act. Any differing contractual provisions shall prevail over the provisions of these Regulations.

SECTION II

The bank account agreement

Art. 1.

The Bank opens and operates Accounts on the basis of a Bank Account Agreement executed with the Customer. The Bank Account Agreement obligates the Bank to safe-keep cash funds of the Customer and to perform cash settlements according to the Customer's instruction.

Art. 2.

Execution of the Bank Account Agreement takes place after submission of documents required by the Bank, specifying identity and legal status of the Customer applying for the execution of such an Agreement and stating persons authorized in the Customer's name to submit declarations of will in respect to property rights and obligations. The Bank reserves itself the right to request additional documents from the Customer during the term of the Bank Account Agreement.

Art. 3.

The Bank's specimen signatures card whereon persons authorized to represent the Customer in relations with the Bank have laid their respective signatures constitutes an integral part of the Bank Account Agreement („**Specimen Signatures Card**“); such signatures shall be laid in presence of a Bank's employee or reliability of such signatures has

to be confirmed in a manner satisfactory for the Bank. The Customer shall be responsible for authenticity of signatures laid by persons specified in the Specimen Signatures Card otherwise than in presence of a Bank's employee. Unless agreed otherwise in the Bank Account Agreement or in the Specimen Signatures Card, persons specified in the Specimen Signatures Card are entitled to perform all actions related with submitting instructions debiting or crediting the Accounts operated by the Bank to benefit of the Customer. Such general power of attorney shall not include the right to terminate the Bank Account Agreement.

SECTION III

Interest rate

Art. 1.

1. Unless provided for otherwise in the Bank Account Agreement, cash funds accumulated on the Account shall accrue interest at a variable or fixed interest rate determined by the Bank on per annum basis (365 days).
2. The penalty interest rate and interest rate calculated on the utilized credit shall be determined in respect to a year of 360 days

Art. 2.

The Bank may change the applicable interest rate during term of the Bank Account Agreement. Such changes may depend on the increase or decrease in any of the following indices:

- a) income of the Bank from depositing of cash funds,
- b) interest rates applicable on the domestic money market,
- c) interest rates of the National Bank of Poland,
- d) inflation level measured by the goods and consumer services price increase index,
- e) level of compulsory reserves determined by the National Bank of Poland,
- f) Bank's costs refinancing index.

Change in interest rates does not require termination of the Bank Account Agreement. Changes in the interest rate are applicable from the date set forth by the Bank. Information on the currently applicable interest rates are made available in public at the seat of the Bank.

Art. 3.

Unless provided for otherwise in the Bank Account Agreement, interest on funds accumulated on the Account shall be accrued in monthly interest periods or until the day preceding termination or expiration of the Bank Account Agreement. Interest accrued in the given interest period shall be credited to the Account balance on the first Working Day after end of the interest period or on the date of termination or expiration of the Bank Account Agreement, respectively.

SECTION IV

Statements from the account

Art. 1.

Unless provided for otherwise in the Bank Account Agreement, the Bank shall send the Customer written statements confirming the debits and credits to the Account after each operation performed on the Account.

Art. 2.

Unless the Customer presents written documents providing incompatibility of the statement with state of fact, the statement shall constitute principal evidence in relations between the Bank and the Customer confirming correctness of information contained therein.

Art. 3.

If the Bank concludes committing of an error in any confirmation, statement, notice or any other document delivered to the Customer, the Bank shall forthwith notify the Customer thereof and will redress such errors, as provided for in Art. 4, below.

Art. 4.

The Bank shall correct errors or typo mistakes entered onto the Account by reversing such entries. The Bank shall notify the Customer in writing of having made such corrections.

Art. 5.

The Customer shall notify the Bank of any reservations relating to any bank statement within 14 days of receiving such statement. Absence of any reservations within such period of time shall be equal to Customer's consent for information contained in such statement.

Art. 6.

The Bank shall provide the Customer information on balance of funds on the Account by telephone upon receiving a written authorization thereof from the Customer („**Authorization**”). Form of the Authorization has been included and made a part of the Bank Account Agreement. The Bank shall provide such information acting pursuant to the Authorization when the password and Account number given by the Customer are in conformity with data specified in the Authorization. The Customer is entitled to change the password at any time, providing the Bank with a written instruction thereof, and will be obligated to do so at any time when instructed by the Bank. The Bank shall not be liable for consequences of disclosing information on balance of funds on the Account to unauthorized persons when such persons have stated a password and Account number identical with those on the Authorization.

SECTION V

Submission of bank instructions

Art. 1.

1. Unless provided for otherwise in other agreements, the Customer is entitled to submit instructions exclusively in writing, with signatures of authorized persons in conformity with the Specimen Signatures Card and manner of representation set forth in the Specimen Signatures Card.
2. Canceling of a person's authorization to submit instructions has to be made in writing and will be effective in respect to the Bank from the moment of the Bank confirming reliability of such cancellation.

Art. 3.

The Bank may at its discretion perform instruction of a Customer submitted using documents other than bank forms.

Art. 4.

The Customer is obligated to notify the Bank forthwith of losing or unauthorized use of check forms remaining in the Customer's possession. The Customer shall bear risk associated with the use of lost check forms until the Bank has been duly notified of such loss. Information thereof submitted to the Bank orally should be confirmed forthwith in writing.

Art. 5.

1. Wording of the instruction has to be expressed in a manner not raising any doubts. Any doubtful wording of the instruction may lead to delays or refusal to act. In particular, any Customer submitting an instruction of crediting another account should assure himself of the correctness and completeness of naming the beneficiary of funds and as to the account number and identification of the beneficiary's bank. The same diligence shall apply in preparing cancellations, changes, confirmations or repetitions of instructions. Changes, cancellations, confirmations or repetitions of instructions shall be properly marked and formulated beyond any doubt.
2. The Bank may refuse to perform an instruction (payment order) if the beneficiary's bank account number in the NRB (Bank Account Number used for domestic settlements) standard or IBAN (International Bank Account Number used for cross border settlements) standard contains an error leading to negative verification of the bank account number control digit.

Art. 6.

The Bank is authorized, but not obligated, to perform Customer's instruction also when funds on the Customer's account are insufficient.

Art. 7.

Instructions are performed only during working days, i.e. all days except for Saturdays and statutory holidays, in which the bank is performing its routine banking activities („Working Day“).

SECTION VI

Term deposits

Art. 1.

The Customer may deposit with the Bank specific cash funds („**Term Deposit Amount**“), for a term and at an interest rate to be agreed by the parties in the Term Deposit agreement („**Term Deposit**“).

Art. 2.

Subject to applicable laws, the Term Deposit may be established by a Customer in PLN or in convertible currencies specified by the President of NBP.

Art. 3.

1. In performance of the Term Deposit agreement the Customer undertakes that on the day set forth in the Term Deposit agreement („**Starting Date**“) the Customer shall submit cash funds in amounts set forth in Term Deposit agreement to an account specified by the Bank.
2. In performance of the Term Deposit agreement the Bank undertakes to return to the Customer on the date set forth in the Term Deposit agreement („**Ending Date**“) the Term Deposit Amount with interest accrued on the Term Deposit Amount at the interest rate agreed by the parties in the Term Deposit agreement for the period from the Starting Date (exclusive) to the Ending Date (inclusive) („**Interest**“) to an account specified by the Customer. Interest shall be accrued for the factual number of days of the Term Deposit relative to a year of 365 days.

Art. 4.

1. The Bank and the Customer are obligated to determine the following elements, the agreeing of which is necessary to execute a Term Deposit agreement („**Terms and Conditions**“):
 - 1) currency of the Term Deposit,
 - 2) Term Deposit Amount,
 - 3) interest rate for the Term Deposit,
 - 4) Starting Date,
 - 5) Ending Date.
2. Term Deposit agreements are executed according to the procedure set forth in Section VIII.
3. The Term Deposit agreements, except for overnight Term Deposits, are executed under a condition precedent, i.e. the Term Deposit agreement shall be enforced only when the agreed Term Deposit Amount is credited to the account specified by the Bank on the Starting Date.

Art. 5.

1. If the condition precedent provided for in Art. 4.3, above, is not fulfilled, the Customer shall be obligated to pay the Bank compensation on title of defaulting under the Term Deposit agreement within 2 Working Days from the Starting Date, in an amount of 25% of the agreed interest rate for the Term Deposit calculated on the agreed Term Deposit Amount for the period, during which the Term Deposit was to be established.

2. If the Customer does not deposit the agreed Term Deposit Amount on the Starting Date for an overnight Term Deposit, the Customer shall be obligated to pay the Bank compensation within 2 Working Days, in an amount of 25% of the agreed interest rate for the Term Deposit calculated on the amount of difference between the Term Deposit Amount agreed with the Bank as provided for in Art. 4 paragraphs 1 and 2, above, and the amount factually deposited on the Bank's account for the duration of the overnight Term Deposit.
3. In cases provided for in paragraphs 1 and 2, above, the Bank shall be authorized to charge compensation and interest specified above from the Customer's account operated with the Bank.

Art. 6.

If the Bank defaults under the Term Deposit agreement by not transferring the Term Deposit Amount with Interest on the Ending Date to the account specified by the Customer or by paying the Customer an amount lower than the Term Deposit Amount with Interest, then the Bank shall be obligated to pay the Customer interest on the delay calculated on the amount of liability due and payable, for the period from the Ending Date to the date of performing the liability, at an interest rate equal to 25% of the interest rate set forth in the Term Deposit agreement.

Art. 7.

1. The Customer is entitled to terminate the Term Deposit agreement on any Working Day, effective on the date of submitting such statement, in the period from the Working Day next after Starting Date up until the Ending Date.
2. Termination of the Term Deposit agreement provided for in paragraph 1, above, may be made in writing or according to the procedure set forth in Section VIII.
3. If the Customer terminates the Term Deposit agreement, funds deposited by the Customer with the Bank for the period from the Starting Date to the date of terminating the Term Deposit agreement shall accrue interest at an interest rate equal to one half of the interest rate for funds on a-vista accounts, applicable at the Bank on the date of terminating the Term Deposit agreement.
4. Interest accrued according to principles set forth in paragraph 3, above, shall be paid to the Customer on the date of terminating the Term Deposit agreement.

SECTION VII

Spot foreign currency transactions

Art. 1.

1. In result of execution by the parties of a spot foreign currency agreement („**Transaction**“) the parties thereof shall be obligated to perform their respective obligations comprising payment of specified amounts in convertible currency or Polish Zloty at the agreed exchange rate used by the parties to exchange one convertible currency into another or into PLN („**Exchange Rate**“) on the date of settling the Transaction agreed between the Bank and the Customer („**Value Date**“)
2. Value Date is defined as a date falling not later than on the second Working Day after executing the Transaction.
3. The Transaction is settled on the Value Date, subject to provision of Section X Art. 1.3, by debiting and crediting appropriate Customer accounts with amounts resulting from the agreed terms and conditions of the Transaction.

Art. 2

1. The Bank and the Customer are obligated to agree the following elements of the Transaction, the agreeing of which is necessary to execute the Transaction („**Terms and Conditions**“):
 - 1) currency and amount of currency sold (purchased) by the Bank,
 - 2) currency and amount of currency purchased (sold) by the Customer,
 - 3) Exchange Rate,
 - 4) Value Date.
2. Transactions are executed using the procedure set forth in Section VIII.

Art. 3

1. Terms and Conditions of the Transaction are defaulted upon when the Customer does not perform obligations provided for in the executed Transaction to the benefit of the Bank on the Value Date.
2. Upon any default provided for in paragraph 1, above, the Bank shall be authorized to satisfy its claims on the Working Day falling next after the Value Date by performing a reverse currency exchange of funds with which Customer's account had been credited on the Value Date („**Reverse Transaction**“), by:
 - a) debiting the Customer's account with an amount with which such account has been credited on the Value Date on title of Transaction settlement;
 - b) crediting Customer's account with an amount resulting from settlement of the Reverse Transaction.
3. Currency exchange for the purpose of settling the Reverse Transaction shall be made at the exchange rate applicable at the Bank on the date of performing such Reverse Transaction.

SECTION VIII

Execution of term deposit agreements and spot transactions

1. Execution of a Term Deposit Agreement and spot Transaction („**Agreement**“) takes place upon submission by the parties of declarations of will approving terms and conditions of any such Agreement („**Agreeing of Terms and Conditions**“).
2. Agreeing of Terms and Conditions takes place by telephone.
3. Stating name of person authorized by the Customer („**Authorized Person**“) and giving full name of the Customer shall be sufficient to conclude that declaration of will in Agreeing Terms and Conditions has been made by a person duly authorized by the Customer to agree terms of Agreements. Agreements in the name of the Customer may be executed by any single person specified in the Specimen Signatures Card, irrespectively of the representation principles provided for in the said Card, unless the Customer specifies only some of the listed persons or names other persons to do so. The Customer may additionally determine with the Bank in writing that any Authorized Person will be identified solely by a password agreed to by the Bank or by such password in addition to other information required, as specified hereinabove.
4. Agreements shall be considered valid and binding even when executed by persons not being duly authorized by the Customer, as long as such person had correctly specified data provided for in paragraph 3, above.
5. Each of the parties to the Agreement is entitled to record all telephone calls electronically or mechanically, including Agreeing of Terms and Conditions of Agreements. Such recordings shall constitute evidence, particularly when any proceedings are instituted in court to determine issues relating to the individual Agreements.
6. Upon execution of the Agreement the Bank shall send the Customer a document prepared by the Bank reflecting terms and conditions of such Agreement („**Confirmation**“). The confirmation shall be sent to the Customer by regular mail.
7. If the Customer reports any discrepancies between terms and conditions of the Agreement stated in the Confirmation and the Agreed Terms and Conditions, he shall be obligated to notify the Bank forthwith, and in any case not later than by 5:00 p.m. of the Working Day next, after having received the Confirmation. Non-submission of reservations within such time shall be equal with approval of content of the Confirmation. Receipt date of the Confirmation shall be determined as provided for in Section XVI art. 2.
8. If the Customer submits any reservations to content of the Confirmation as provided for in paragraph 7, above, the parties shall use the recordings provided for in paragraph 5, above, to determine the Agreed Terms and Conditions. In result, a new Confirmation shall be issued, reflecting Agreed Terms and Conditions. Any prior Confirmation shall be automatically cancelled.
9. Non-issue of Confirmation by the Bank shall not constitute a default and will not cancel the terms and conditions of any Agreement.
10. Any disputes relating to content of the Agreed Terms and Conditions shall be resolved based on recording of the telephone call, as provided for in paragraph 5, above.
11. Media containing recording of the telephone call provided for in paragraph 5, above, as well as written Confirmations of agreements executed by telephone will be archived as provided for in the general regulations on the duration and methods of archiving bank documents

SECTION IX

Bank's scope of liability

Art. 1.

The Bank shall be liable for all damages caused by non-performance or improper performance of its obligations, unless such non-performance or improper performance were caused by circumstances for which the Bank is not liable.

Art. 2.

The Bank shall not be liable for non-performance of its obligations due to action of force majeure. Circumstances of force majeure comprise any event taking place due to reasons remaining beyond control of the Bank and include, but are not limited to, actions of public authorities, strikes, lockouts, natural catastrophes, civil unrest and military actions.

Art. 3.

1. The Bank shall not be liable for any damage resulting from Customer failure, including damage caused by non-performance or improper performance by the Customer of the provisions of these Regulations or any other agreement referring to provisions of these Regulations.
2. If the Customer contributes to occurrence of damage (in particular, by non-performing its obligations provided for in Section XVI Arts. 1 and 2), obligation of the Bank to redress damages shall be reduced with consideration of the circumstances, including but not limited to the degree of fault attributable to each of the parties.

Art. 4.

The Bank shall not be liable to the Customer for reduction in the value of funds remaining on the Customer's Account nor for the lack of availability of such funds due to any restrictions in currency exchange or transfer of currencies introduced by State authorities, nor for any other similar events remaining beyond control of the Bank.

Art. 5.

1. The Bank shall be entitled to select at its sole discretion any correspondent as a third party or agent and retain services of a correspondent or agent in the scope necessary to enable the Bank to perform its obligations under the Bank Account Agreement.
2. If content of the instruction shows that the Bank is to vest further performance to any third party or, if the Bank does so due to special circumstances in the Customer's interest, the Bank shall perform such instruction by transferring it to a third party. This may include the safekeeping and managing of securities remaining abroad. In such cases the Bank shall be liable only for lack of due diligence in selecting and instructing any such third party.

SECTION X

Currency transactions, foreign payments

Art. 1.

1. The Bank shall not be liable for any losses incurred by the Customer due to changes in currency exchange rates in course of performing foreign payments and currency transactions.
2. The Customers may issue withdrawal instructions debiting any Account operated in a foreign currency in the Account currency as well as in any other convertible currency, or in Polish Zloty. The Customers may also issue such instructions to debit any Account operated in Polish Zloty.
3. Submission by the Customer of a transfer instruction for an amount expressed in a convertible currency to debit an account operated in other currency, or in Polish Zloty, shall be equal with instructing the Bank to purchase the currency in which such transfer is to be effected (on terms and conditions of a spot Transaction), for the purpose of converting it into another currency or Polish Zloty remaining on the Customer's Account by applying the exchange rate applicable at the Bank when performing such conversion. Submission by the Customer of an instruction to transfer an amount expressed in Polish Zloty debiting an Account operated in a convertible currency is equal with instructing the Bank to purchase Polish Zloty to be transferred (on terms and conditions of a spot Transaction) for the purpose of converting into the currency of the Customer's Account, applying an exchange rate applicable at the Bank. Unless agreed by the Bank with the Customer otherwise, the spot Transaction provided for above shall be executed two Working Days before the day on which the transfer is to be effected.
4. Unless agreed to otherwise between the Customer and the Bank, any external funds incoming to the Bank, expressed in a currency other than the Account currency and intended to credit such Account, shall be converted into the Account currency using the exchange rate applicable at the Bank.

Art. 2.

Unless the Bank undertakes in writing to apply any specific exchange rate in any agreement with the Customer, exchange rates of currencies announced at seat of the Bank or stated over the telephone shall be for information purposes, only, and may change during course of the day.

Art. 3.

The Customer is obligated to submit to the Bank documents as required in provisions of the foreign exchange act, having form, content and at deadlines required under the foreign exchange act.

SECTION XI

Bank secrecy provisions

Art. 1.

1. Subject to provisions of paragraphs 2 and 3, below, the Bank, its employees and persons through which the Bank performs activities related with the Accounts are obligated to maintain bank secrecy, which covers all information relating to the Customer, balance of funds on the Accounts and operations performed on the Accounts.
2. The Bank is obligated to disclose information covered by bank secrecy only to entities provided for in the absolutely applicable laws.
3. The Bank will not be required to maintain bank secrecy when Customer agrees otherwise.

Art. 2.

The Customer shall be obligated to maintain confidentiality of any and all technical, technological, commercial or organizational information not available in public, obtained in course of his cooperation with the Bank, and which could constitute business secrets of the Bank, including in particular information stated by the Bank to constitute its secrets. Any breach of this provision shall be considered as a material default by the Customer in performing his obligations and will constitute the basis of Customer's liability for compensation.

SECTION XII

Set-offs, rights in events of default

Art. 1.

The Bank is entitled to set-off its receivables from the Customer with Customer's receivables from the Bank. The Customer may benefit from the right to deduct his receivables due from the Bank with Bank's receivables from the Customer only when such receivables are not disputed or have been confirmed by a legally binding verdict of the court or any competent public administration authority.

The Bank is entitled to debit Customer's Account with funds in amounts corresponding to Customer's obligations to the Bank at their respective payment deadlines and to apply such funds to repayment of these obligations, without needing to notify the Customer in advance thereof.

SECTION XIII

Fees, legal costs, other

Art. 1.

Unless agreed otherwise in writing between the Customer and the Bank, fees, commissions and other costs charged by the Bank shall be as provided for in the Bank's tariff of banking services („**Tariff of Bank Fees and Commissions**“). The Bank is entitled to change the Tariff of Bank Fees and Commissions at its discretion. The Tariff of Bank Fees and Commissions is available for inspection by the Customer at the seat of the Bank.

Art. 2.

Besides agreed or automatically accrued fees and commissions, the Customer shall refund to the Bank costs of telephone calls, telex and cable communications, as well as postal fees incurred by the Bank in relation to performing Customer's instructions.

SECTION XIV

Security

Art. 1.

1. The Bank may request the Customer to establish at any time security over current or future receivables of the Bank on title of the agreement on rendering services by the Bank, even when such claims are of conditional nature. To this end, the Bank is authorized in particular to debit Customer's Account with any amount equal to the Bank's receivables and establish a deposit for the purpose of securing such receivables.
2. If the Bank had waived its requirement of establishing security or had requested only partial security over any receivable, this shall not prevent the Bank from requesting the establishing of such security or increasing its value during the term of agreement with the Customer, whenever any circumstances have arisen or have become known to the Bank causing Bank's risk to become higher than envisaged, particularly when:
 - a) property condition of the Customer has significantly deteriorated, threatening performance of Customer's obligations to the Bank, or when the possibility of such deterioration has arisen;
 - b) value of existing security has decreased or the possibility of such decrease has arisen.

SECTION XV

Termination

Art. 1.

1. The Customer and the Bank may terminate the Bank Account Agreement at any time with notice period provided for in such Agreement. If the Bank Account Agreement does not specify any notice period, the Agreement shall expire on the last day of the calendar month falling next after the month in which the Customer or the Bank, respectively, had received such notice.

2. The Bank may terminate the Bank Account Agreement at any time due to important reasons causing continuation of the Agreement to be no longer possible by the Bank. Such important reasons include but are not limited to: submission by the Customer of an untrue declaration about Customer's property condition, when such declaration was material for the Bank in taking decisions about any operations associated with Bank's risk (e.g. issue of a payment card or checks), or when the property condition of the Customer has materially deteriorated, threatening Customer's ability to perform his obligations to the Bank, or when a possibility of such deterioration arises, or when an unacceptable for the Bank negative balance has arisen on the Customer's Account. The Bank may also terminate the Bank Account Agreement with immediate effect if the Customer has defaulted in performing any material terms of the Bank Account Agreement or regulations applicable to individual services rendered by the Bank, these Regulations or any other agreement executed with the Bank, or when the Customer had not performed its obligation to establish or increase any security within the time set forth by the Bank.

Art. 2.

If no movements are registered on the Account for a period of 6 months, except for regular accrual of interest and charging of Bank's fees, the Bank shall be entitled to terminate the Bank Account Agreement without any notice period.

Art. 3.

If a positive balance exists on the Account upon termination, the Customer shall be obligated to provide the Bank with instructions as to the manner of repaying funds accumulated on the Account before end of the notice period. If no instructions are given, the Bank may close the Account at end of the notice period and book any funds remaining on the account at its discretion to an internal non-interest accruing settlement account or submit such funds to a court deposit at Customer's cost.

Art. 4.

All payments outstanding between the Customer and the Bank shall become immediately due and settled on the date of terminating the Agreement. These Regulations shall continue to apply until all such amounts have been fully settled.

SECTION XVI

Final provisions

Art. 1.

1. The Customer is obligated to forthwith provide the Bank in writing with any information and supply copies of all documents being submitted to the registration court for the purpose to their entry into the appropriate register or for the purpose of disclosing such documents in the register files.
2. The Customer is obligated to forthwith inform the Bank of change in any persons authorized to dispose with funds on the Account, each change in his address and in other data made available to the Bank in relation to the Agreement. All risks associated with failure to notify the Bank of the above changes shall be borne by the Customer.

3. The Customer undertakes to provide the Bank on its request with information allowing periodical credit assessment of the Customer in case of benefiting from credit products. In case of institutional customers, this duty includes presentation of financial results attained by the Customer's enterprise in successive quarterly reporting periods every 3 months.

Art. 2.

1. Any declaration of will or statements addressed by the Bank to the Customer shall be considered delivered:
 - a) If made in writing and served personally - on the date of such serving, and if sent by mail - 5 days after dispatching or upon factual receipt (whichever falls earlier);
 - b) If sent by telex or fax - when sent, provided that the sending party is in possession of a fax printout confirming proper transmission of the document.
2. The Bank or the Customer are obligated to notify the other party of any change in address or fax number; otherwise any correspondence shall be considered a delivered 5 days after its dispatch to the address last known to the sending party.
3. To prevent and minimize any losses, the Customer is obligated to notify the Bank of not having received any document or information required from the Bank under these Regulations or any agreement with the Customer when due. If the Customer fails to perform such obligation, Bank's duty to redress any damages occurring on the title thereof shall be reduced accordingly to the circumstances, and particularly with respect to the degree of failure attributable to each of the parties.

Art. 3.

1. The Bank and the Customer shall undertake all and any efforts to amicably resolve any disputes by negotiation and through conciliation procedures.
2. Any disputes arising between the Bank and the Customer shall be considered by a common court having jurisdiction in the matter thereof.

Art. 4.

The Bank is entitled to amend these Regulations at any time. The Customer shall be notified in writing of any amendments to these Regulations to Customer's correspondence address stated in the Bank Account Agreement. Introduced changes shall apply to the Customer from the date of notifying the Customer thereof, unless the Customer terminates his Bank Account Agreement within 14 days of such notification.

Art. 5.

These Regulations are enforced on the 14th of October, 2002.