

APPROVED
By the decision of the Board of
CREDITWEST BANK JSC
Minutes of the Board of Directors
No.3 dated January 15, 2020

**PUBLIC OFFER OF CREDITWEST BANK JSC FOR THE CONCLUSION
OF THE ADDITIONAL AGREEMENT TO THE CONTRACT ON
PROVIDING SERVICES UNDER THE “CLIENT-BANK” SYSTEM**

Kyiv 2020

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Version of the document, date of the version:	History of the document: 1.00 dated January 15, 2020
Registration number of the document:	ir 482
Developing subdivision:	Legal Department Department of Business Development
Access level:	Public information

Version No., No. and date of the document on approving
1.00 Minutes of the Board of Directors of the Bank No.3 dated January 15, 2020

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1. Introduction

- 1.1. According to Article 641 of the Civil Code of Ukraine, WEST FINANCE AND CREDIT BANK, Joint-Stock Company (hereinafter referred to as the Bank) announces a Public offer to conclude an Additional agreement to the Contract on the provision of services under the “CLIENT-BANK” system (hereinafter referred to as the Public offer) on the terms set out below.
- 1.2. The parties agreed that the services provided in accordance with this Public offer are additional to the Contract on the provision of services under the “CLIENT-BANK” system (hereinafter referred to as the Contract), which is concluded between the Bank and the Client.
- 1.3. Acceptance of this Public offer is carried out by providing the Bank with a signed and sealed application form (if any) of the Client for acceptance of this Public offer. This Public offer of the Bank is available on the website of CREDITWEST BANK JSC: www.creditwest.ua/uk/, comes into force from the date of its official publication on the Bank’s website and is valid until the date of official publication of the application for withdrawal of the Public offer on the Bank’s website or termination of the Contract.
- 1.4. The rules of this Public offer cannot be interpreted in any way as those that in any way restrict the rights of the Bank or the Client to make transactions in oral form or in the form of paper documents (to change, supplement or terminate electronic documents with paper documents or in another form not prohibited by the legislation of Ukraine and vice versa).

2. Terms and Abbreviations

type of electronic document means the details of an electronic document that determines its content and method of processing;

identification is a procedure for recognizing a user in the system, usually using a pre-defined name (ID) or other a priori information about it, which is perceived by the system;

qualified electronic signature, qualified ES is an advanced electronic signature that is created using qualified electronic signature tools and is based on a qualified public key certificate;

signatory is an individual who directly creates and has the right to impose a qualified electronic signature or seal on electronic documents in order to certify their action or transaction;

applied software is a set of software products (modules) that provide the implementation of functions that are used by the Bank’s employees for processing and handling of electronic documents in the accounting and computation information and telecommunication systems of information processing;

state (status) means details of an electronic document that defines the stage (phase) of processing an electronic document.

System is an applied interactive system of front-office bank client service iFOBS

Other terms in this Procedure are used in the meanings given in the legislation of Ukraine.

3. Goals and Tasks

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This Public offer is developed in order to introduce the possibility of using electronic trust services by clients and partners in the process of conducting their financial activities with the Bank.

4. General Provisions

- 4.1. This Public offer was developed in accordance with the Laws of Ukraine On Information, On Electronic Documents and Electronic Document Flow, On Electronic Trust Services, On Information Protection in Information and Telecommunication Systems, the Regulations on the use of electronic signature and electronic seal in the banking system of Ukraine, approved by the Resolution of the NBU Board No. 78 dated August 14, 2017, as amended.
- 4.2. This Public offer sets out the general rules of the Bank's information activities related to the handling (creation, processing, sending, transmitting, receiving) of electronic documents of Clients, storage and destruction of such documents (hereinafter referred to as information activities).
- 4.3. The parties acknowledge that Agreements on the use of the Bank's products, other agreements, appendices to the Contract and/or any other documents the signing of which is possible in accordance with the terms of the Contract using the qualified electronic signature of the client, settlement documents, an application for the purchase and sale of currency, transaction requests and/or other documents that can be provided in accordance with the terms of the Contract using the System, are considered to originate exclusively from the Client and are valid and appropriate transactions for execution.
- 4.4. The system is used for transmitting copies of documents in electronic form, concluding Agreements on the use of the Bank's products, signing of other agreements, appendices to the Contract and/or any other documents the signing of which is possible in accordance with the terms of the Contract using the qualified electronic signature of the client, remote account management, providing via the System and/or performing actions by the Client in accordance with the procedure and conditions set forth in this Contract and other operations provided for in Contract and given in Annex 1 to this Public offer.
- 4.5. Copies of the original documents on paper can be submitted by the Client to the Bank in electronic or paper form. Copies of documents in electronic form must be created by the Client by scanning the original document on paper and certified by the Electronic digital signature of the Client/authorized persons of the Client, imposed in accordance with the requirements of legislation in the field of providing electronic digital signature services (hereinafter referred to as an electronic copy of the document). Electronic copies of documents are submitted by the Client using the System and remain in the Bank for storage in the electronic archive.
- 4.6. Copies of documents on paper are certified with the signatures of authorized persons of the Client.
- 4.7. The functions of handling (creating, processing, sending, transmitting, receiving) electronic documents, their storage and destruction are performed by authorized employees of the Bank and are implemented in the software - interactive front-office client service system of the Bank iFOBS.
- 4.8. The system contains an integrated information security system that ensures its integrity, availability, and confidentiality during information exchange.

5. Electronic Documents

- 5.1. An electronic document in the System consists of the following details (data recorded in an electronic document for its identification, organization of handling):
 - 1) a service part;

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- 2) a content part;
 - 3) qualified electronic signature.
- 5.2. The service part contains the unique identifier of the electronic document, as well as information about:
- 1) date and time of creation;
 - 2) author (signatory);
 - 3) recipient;
 - 4) state (status);
 - 5) type of electronic document.
- 5.3. The content part of the electronic document depends on its type and contains information on the basis of which there are certain actions regarding the tasks assigned to the Bank (input electronic documents), the result of such actions (output electronic documents), as well as those that are informative (input and output electronic documents).
- 5.4. In the course of the information activities of the Bank's, electronic documents may be used in accordance with the requirements of the legislation and regulatory legal acts of the NBU.
- 5.5. A qualified electronic signature is used for electronic identification of the author (signer) of an electronic document by authorized employees of the Bank, as well as for detecting a violation of the integrity of the electronic document that this electronic signature is associated with.
- 5.6. The use of a qualified electronic signature is carried out in accordance with the legislation in the field of electronic trust services.

6. Requirements for Electronic Documents

- 6.1. The iFOBS Bank's front-office client service application interactive system implements user identification by means of a qualified ES.
- 6.2. A qualified ES is used by the user to apply the ES and identify the author of an electronic document at all stages of working with it.
- 6.3. The client independently receives a qualified electronic signature by contacting qualified suppliers of electronic trust services from the Trust list published by the Central certification body of the Ministry of Justice of Ukraine.
- 6.4. The content part of the electronic document is filled in by the author of the electronic document, depending on the information on which the electronic document is created.
- 6.5. The creation of an electronic document is completed with its certification by a qualified electronic signature of the person authorized to certify the electronic document by a qualified ES, and a qualified electronic seal (if available) of the Client. A signer who creates an electronic document with a qualified electronic signature confirms that they have read the entire text of the document, understood its content in full, have no objections to the text of the document (or its objections constitute a separate detail of the document) and deliberately applied their electronic signature in the context provided for by the document (signed, approved, agreed, signed, certified, familiarized). The need to affix a seal in each individual case is regulated by the current legislation, as well as it is specified in Annex No.1 to this Public offer.
- 6.6. During the certification of an electronic document with a qualified electronic signature, it is assumed that a qualified electronic time stamp will be generated by receiving the appropriate service from a qualified provider of electronic trust services.

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Single unified rules (standards) for creating, displaying and transmitting information in the form of electronic documents created using applying software are determined by the *Procedure for processing electronic documents in terms of electronic trust services of CREDITWEST BANK JSC*, which is published on the Bank's official website on the Internet.

6.7. The Bank accepts an electronic document with a qualified electronic signature and recognizes its legal force if it meets such conditions:

- the electronic data used to create the electronic signature are unique and uniquely associated with the subscriber and are not associated with any other person;
- electronic signature allows to uniquely identify the subscriber;
- the technology of applying such a signature provides the subscriber with control over the electronic data that is signed and the electronic data that is used to create a qualified ES;
- during the verification in accordance with the procedure approved by the Bank, no changes in the electronic document were detected;
- during the verification in accordance with the procedure approved by the Bank, no changes in the electronic signature were detected after the electronic document was signed.

6.8. Qualified electronic seal is created and used if:

- according to the legislation of Ukraine and Annex No.1 to this Public offer, it is necessary to certify the validity of the signature on electronic documents;
- in accordance with the legislation of Ukraine, a seal is required to certify that copies of documents match the originals;
- it is necessary to confirm the authority of the representative of the legal entity to use the ES in the context provided for by the document (signing, approval, agreeing, vising, certification, familiarization).

7. Handling of Electronic Documents

7.1. The Client, when making transactions in the System, signing electronic documents, by applying a Qualified ES, undertakes to control the data on which the Qualified ES is applied, and the electronic data that is used for applying a Qualified ES.

7.2. The applying of a qualified ES is an evidence that the Signer has read the entire text of the document on which the qualified EP is applied, fully understood its contents, has no objections to the text of the document, controlled the electronic data on which the qualified ES is applied, and consciously applied his qualified ES in the context provided for in the document (signed, agreed, certified, etc).

7.3. The parties acknowledge that operations performed in the System, that in accordance with the terms of this Public offer may be initiated by applying a qualified ES and/or sending/receiving of applications, messages and other documents transmitted/accepted by the Parties using the System and certified by a qualified ES, are considered to be originating from the Client and are legally equivalent to documents received from the Client on paper, drawn up in accordance with the requirements of the current legislation of Ukraine, except for documents/information that, in accordance with the requirements of the current legislation of Ukraine and/or internal documents of the Bank, must be provided to the Bank by the Client's authorized person personally and/or original and/or exclusively in paper form, certified by the Client's own signature or the Client's authorized person, in particular, but not exclusively, documents necessary for the performance identification and verification procedures of the Client by the Bank, including those necessary for the Bank to perform the functions of the primary financial monitoring entity, etc. All risks are related to possible cases of interference in the operation of

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the System and resulting damage to the Client by third parties are the responsibility of the Client.

- 7.4. The parties acknowledge that the receipt of electronic settlement documents by the Bank containing the Client's qualified ES is legally equivalent to receiving documents on paper signed by the Client's authorized persons. The Client gives the Bank the right to use electronic settlement documents on an equal basis with similar documents set out on paper and signed by the Client and/or by his legal representative.
- 7.5. The parties acknowledge and agree that the qualified ES of the Parties, which are applied and used in the System and by which the documents are certified and/or signed and/or concluded and/or executed and transmitted by the Parties using the System, are legally equivalent to handwritten signatures of authorized persons of the Parties. Documents certified (signed) by a qualified ES that are used in the System are considered to be duly signed by the Parties and do not require additional certification or confirmation, or recognition or confirmation of the validity of an electronic digital signature.
- 7.6. The parties acknowledge that settlement documents, applications for the purchase and sale of currency signed/confirmed by the Client's qualified ES, and/or power of attorney to carry out operations in the System, that in accordance with the terms of this Contract may be initiated by applying a qualified ES and/or documents that are signed in accordance with the terms of the Contract and may be provided using the System, which were transferred to the Bank using the System's tools, are executed by the Bank in accordance with the data specified in such documents, transactions initiated by the Bank and/or other documents that can be signed using a qualified ES and provided under the terms of this Contract using the System. The parties acknowledge that this procedure for confirming settlement documents, applications for the purchase and sale of currency, initiating transactions and/or other documents that can be signed using an Electronic signature and provided under the terms of the Contract using the System is understandable and beneficial for the parties. The Client declares and agrees that the Bank is not responsible for the execution of settlement documents, applications for the purchase and sale of currency, initiating transactions and/or other documents that can be signed using a Qualified electronic signature and which, according to the terms of the Contract, may be provided using the System, transmitted to the Bank using a System containing a Qualified electronic signature of the Client.

8. Processing of Input Electronic Documents

- 8.1. Authorized employees of the Bank's structural divisions are required to verify the completeness and correctness of documents received by the Bank in electronic form using a qualified electronic signature.
- 8.2. If there is a discrepancy between the documents received and the documents established for the operation, the authorized employee of the Bank does not accept them for work.
- 8.3. Requirements for creating and certifying an electronic copy of a paper document are defined in Section 7 of the Procedure for processing of electronic documents in terms of electronic trust services of CREDITWEST BANK JSC.
- 8.4. Receiving or rejecting of input documents is necessarily accompanied by the formation and sending of a message to the sender about the decision made.
- 8.5. In case of rejection of incoming documents, the employee is obliged to provide the Client or sender with information about the reasons for this decision.

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- 8.6. The document is considered to be received if the authorized employees are informed in electronic form about the acceptance of electronic documents.
- 8.7. Notification of receipt of electronic documents is sent by means of the System or by e-mail.
- 8.8. If the sender does not have confirmation that the Bank has received electronic documents, they are considered not received by the Bank.

9. Verification of Qualified Electronic Signature and Seal of the Author of an Electronic Document

- 9.1. Verification and confirmation of a qualified electronic signature and seal is carried out in accordance with the requirements of the Law of Ukraine On Electronic Trust Services.
- 9.2. The signer must verify the validity of their qualified public key certificate when applying a qualified ES.
- 9.3. Verification of the validity of qualified public key certificates is carried out exclusively by means of a qualified ES or seal in accordance with the requirements of the Law of Ukraine On Electronic Trust Services.
- 9.4. A subscriber is not allowed to create a qualified ES if the subscriber's qualified public key certificate is invalid or it is not possible to obtain information about its status.
- 9.5. A qualified electronic trust service for creating, verifying, and confirming a qualified electronic signature or seal is provided by a qualified electronic trust service provider and includes:
- providing users of electronic trust services with the means of a qualified electronic signature or seal for generating key pairs and/or creating of qualified electronic signatures or seals, and/or verifying qualified electronic signatures or seals, and/or storing the personal key of a qualified electronic signature or seal;
 - technical support and maintenance of the provided tools of qualified electronic signature or seal.
- 9.6. A qualified electronic signature or seal is considered to have passed verification and received confirmation if:
- the verification of a qualified electronic signature or seal is performed using a qualified electronic signature or seal;
 - the verification established that at the time of creation of the qualified electronic signature or seal, the qualified certificate of the electronic signature or seal of the subscriber or creator of the electronic seal was valid;
 - a qualified electronic signature or seal certificate is used to identify the subscriber or creator of the electronic seal;
 - during the verification with a qualified electronic signature or seal certificate, it is confirmed that the private key belonging to the subscriber or creator of the electronic seal is stored in the qualified electronic signature or seal tool;
 - during the verification the integrity of the electronic data in electronic form is confirmed that this qualified electronic signature or seal is associated with.
- 9.7. An electronic signature or seal cannot be invalidated and cannot be considered as evidence in court cases solely on the grounds that they have an electronic form or does not meet the requirements for a qualified electronic signature or seal.

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- 9.8. A qualified electronic signature has the same legal force as a handwritten signature, and has the presumption of its compliance with the handwritten signature.
- 9.9. A qualified electronic seal has a presumption of the integrity of electronic data and the authenticity of the origin of the electronic data with which it is associated.
- 9.10. Mandatory requirements for the provision of qualified electronic trust services for the creation, verification and confirmation of qualified electronic signatures or seals, as well as the procedure for verifying their compliance, are established by the Cabinet of Ministers of Ukraine.
- 9.11. The issue and circulation of electronic identification tools with the functions of a qualified electronic signature as identity documents are regulated by law.
- 9.12. Requirements for qualified electronic trust services that are provided using electronic identification tools with the functions of a qualified electronic signature as identity documents are established by the legislation of Ukraine.

10. Procedure for Changing the Terms of the Public Offer

- 10.1. The parties agreed on the following procedure for changing the terms of this Public offer:
- 10.2. If it is necessary to make changes into this Public offer, the Bank shall notify the Client of such changes no later than 30 calendar days before the date on which the changes will be applied in accordance with clause 10.4. of this offer.
- 10.3. The parties agreed that the Client's disagreement with the Bank's offer to change the terms of the offer is a disagreement, which, based on part 2 of article 649 of the Civil Code of Ukraine, is subject to judicial resolution in accordance with the terms of this Contract. If the Client does not apply for a court decision within 3 business days to resolve the differences between the Bank and the Client in relation to changing the terms of the Contract, it is considered that the Bank's proposal to change the terms of the Contract was accepted by the Client in accordance with part 3 of article 205 of the Civil code of Ukraine. The procedure for changing the terms of this Contract specified in this clause shall apply if no other procedure is established by any other terms of this Contract.
- 10.4. The parties agreed that the Bank makes proposals to change the terms of this offer in one or more of the following ways, at the Bank's choice:
- sending a notification by mail to the Client's address specified in the application form for acceptance or notified in writing by the Client;
 - sending an email using the System;
 - posting of the appropriate notice on the Bank's official website in the Internet www.creditwest.ua/uk/. The Client is obliged to monitor the presence/absence of the Bank's proposals for amendments to this Contract and the Public offer in the operating room and/or on the official website of the Bank in the Internet.

11. Regulatory References

- Civil Code of Ukraine;
- Criminal Procedure Code of Ukraine;
- Law of Ukraine On Information;
- Law of Ukraine On Access to Public Information;

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- Law of Ukraine On Banks and Banking Activities;
- Law of Ukraine On Electronic Trust Services;
- Law of Ukraine On Electronic Documents and Electronic Document Management»;
- Law of Ukraine On Information Protection in Information and Telecommunication system;
- Regulations on the use of electronic signature and electronic seal in the banking system of Ukraine, approved by the resolution of the Board of the NBU No. 78 dated August 14, 2017, with amendments and additions.

Appendix 1
to the Public offer of CREDITWEST
BANK JSC for the conclusion of
additional agreement to the Contract
on providing services under the
“CLIENT-BANK” system

**List of documents that can be sent according to the terms of the Contract
using a qualified electronic signature and seal of the client:**

The following documents are sent to the Bank’s Currency Control Department:

- foreign economic agreements, annexes/additions to foreign economic agreements;
- invoices / proforma invoices / specifications / certificate of completion;
- letters of explanation;
- agreements that provide for the performance by residents of debt obligations to non-resident creditors, as well as documents/information regarding such an agreement (taking into account, if any, other additional agreements/contracts, documents related to the implementation of the contract and the implementation of operations under the agreement);
- documents relating to the implementation, return of foreign investment and income, benefits other funds received for investment activities;
- other documents required for the analysis of Clients’ currency transactions and currency supervision.

The creation of the above-mentioned electronic documents is completed with their certification by a qualified electronic signature of a person who has the authority to certify an electronic document by a qualified ES. Certification of these documents by a qualified electronic seal of the Client is not required.