



WHOLESALE BANKING
ING BANK UKRAINE

APPROVED in the new edition

Decision of the Management Board of
JSC “ING Bank Ukraine”
Minutes No.1
dated January 10, 2024

Wholesale Banking Guidelines for Current Accounts

(effective since 01.02.2024)

Joint Stock Company “ING Bank Ukraine”

ADDRESS:	30-A Spaska St., Kyiv, Ukraine, 04070
SWIFT	INGBUAUK
MFO	300539
Reuters Dealing	KING
Bank ID code	21684818
Tax code	216848126076

RECEPTION: +38 044 354 10 10
Email: kiev.news@ingbank.com

1. LIST OF REPRESENTATIVES TO DISPOSE ACCOUNTS

1.1. According to the Regulation on the procedure for opening and closing accounts for users by payment service providers for account maintenance, approved by the Resolution of the Board of the National Bank of Ukraine dated 07/29/2022 No. 162 (as amended), the Client shall submit to ING Bank Ukraine JSC (hereinafter - the Bank) a List of representatives who have the right to dispose accounts of the Client in the Bank according to the Ukrainian legislation and documents confirming their authority (hereinafter – the List).

1.2. The following documents confirming the authority of the Client's authorized representatives should be submitted to the Bank: Statutory documents of the Client, other acts of the legal entity, power of attorney, etc.

1.3. Until the Client submits the List to the Bank, a specimen signature card which is available in the Bank and contains the signatures of the Client's representatives authorized to dispose of the Client's accounts in the Bank (hereinafter - the Card) shall be used.

2. GENERAL TERMS OF TRANSACTIONS ON ACCOUNTS

2.1. The Bank services the Client's Accounts under the terms of the signed Current Account Agreement and on the basis of properly executed payment instructions of the initiator (in paper form or in electronic form using means of remote communication, namely: InsideBusiness Payments CEE payment module of InsideBusiness Portal e-channel (hereinafter – ING Channel) and other remote communication means (SWIFT, electronic mail (regardless of the provider) and any other system – if the Bank provides a technical possibility for remote service of the Client with their help and if the Bank additionally informs the Client about this possibility in advance) within the limits of the available balance on the Account (the amount of the balance of the Client's funds on the Account, within which the Client can carry out operations on the Account), for which the operation is carried out, and on the condition of payment by the Client Bank commission for providing the service in accordance with the Tariffs valid on the date of the transaction.

The Bank does not provide Clients with payment transaction services for the actual payer, unless the Bank and a Client agree otherwise.

2.2. In case of the absence/insufficiency of funds on the Client's Account and/or the expiration of the payment instruction or in the case of improper execution of the payment instruction, without compliance with the requirements/in violation of the requirements of the current legislation of Ukraine and in other cases provided for by the legislation and/or the Current Account Agreement (hereinafter also - the Agreement), the Bank returns the Client's payment instruction without execution, with reference to the reason for such return.

2.3. Transactions on the Accounts (crediting the Account and debiting of non-cash funds from the Account) are carried out in accordance with the requirements of the current legislation of Ukraine, including regulations of the National Bank of Ukraine.

2.4. The payment instruction is signed and submitted to the Bank by an authorized person/persons of the Client.

The Bank verifies the signatures of the authorized persons and the imprint of the Client's seal (if applicable) on paper payment instructions by visually comparing them with the samples submitted to the Bank. After a visual comparison of the seal impression (if applicable) and signature on the document, the Bank is not required to take additional actions to establish their validity (unless otherwise established by current legislation and/or the Bank's internal regulations).

2.5. The consent of the payer to perform the payment transaction (where this consent is required according to the legislation of Ukraine) is considered to be given:

- with regard to credit transfers - from the moment the Client, as the initiator of the payment transaction, provides the Bank with the relevant payment instruction (in paper or electronic form, as provided for in the Agreement) regarding such payment transaction;

- with regard to debit transfers (regardless of the identity of the recipient/encumbrancer, including if the recipient/encumbrancer is the Bank) - from the moment: (a) submission to the Bank by the recipient/encumbrancer as the initiator of the payment operation of the corresponding payment instruction, which is in the form and the content corresponds to the agreement, which provides for the conditions and procedure for carrying out the corresponding debit transfer; or (b) entry into force of the agreement, which provides for the conditions and procedure for carrying out the corresponding debit transfer (in the event that the agreement does not provide for the recipient/encumbrancer to provide additional payment instructions to the Bank).

Each and every payment transaction completed by the Bank from the date of entry into force of the Law of Ukraine "On Payment Services" on the basis of the payment instructions accepted by the Bank for implementation within the framework of the Agreement, they are considered accepted by the payer, if the conditions for obtaining the payer's consent, defined in this Clause 2.5 of these Guidelines, have been met.

2.6. The payer's consent to perform a payment transaction (interrelated payment transactions) can be revoke by the payer exclusively in full at any time, but no later than the moment of irrevocability of the payment instruction, as defined in the Law of Ukraine "On Payment Services".

The payment instruction can be revoked by the initiator provided that all approvals are available, all terms are met and all other conditions are met, provided for in the Law of Ukraine "On Payment Services", in the Agreement and these Guidelines.

With the revocation of the payment instruction, the consent of the payer to perform the payment transaction (if available) is simultaneously revoked, and in case of revocation of the consent of the payer to perform the payment transaction, the payment instruction is revoked.

The order to revoke the consent of the payer to perform a payment transaction/revocation of a payment instruction must be submitted to the Bank in the form of a letter in paper form or in electronic form (through the InsideBusiness Payments CEE payment module of InsideBusiness Portal e-channel), drawn up in any form, but specifying the details of the payment instruction (number, date, amount), and certified by the signatures of the authorized persons of the Client and the impression of the seal (if available – for paper form), declared in the List, unless otherwise provided by the Agreement.

2.7. The revocation of the Client's consent to the execution of payment instructions/operations on the contractual debit (debit transfer carried out from the Account on the basis of the payment instruction provided by the recipient and subject to obtaining the Client's consent to the debit transfer, given by him to the recipient and the Bank), for which the Bank is the recipient of the transfer, takes place exclusively in accordance with the procedure provided for in this Clause 2.7 of these Guidelines.

On the intention to revoke his consent to the execution of payment instructions/operations on the contractual debit for which the Bank is the recipient of the transfer, the Client is obliged to submit to the Bank a relevant order (letter) on consent revocation 90 Banking Days prior the date of such consent revocation. Such an order must be drawn up in accordance with the model used by the Bank (hereinafter - the "Revocation Order") and submitted to the Bank in paper form (signed by hand by the authorized persons of the Client, declared in the List, and certified by a seal impression (if available)) or in electronic form (via the InsideBusiness Payments CEE payment module of InsideBusiness Portal e-channel with the electronic signatures of the authorized persons of the Client, declared in the List). In case of non-compliance with the above-mentioned requirements, as well as in case of errors and/or incomplete fields, the Bank has the right not to accept such an Revocation Order for execution. In the case of consent revocation of the execution of payment instructions/operations on the contractual debit, for which the Bank is the recipient of the transfer, such consent is considered revoked on one of the following dates, depending on the case (hereinafter - "Revocation Date"):

(a) on the 91st (ninety-first) Banking Day from the date of receipt by the Bank of the corresponding Revocation Order in case of balance release at the end of the Operational Hours of 90 (ninth) Banking Day from the date of receipt by the Bank of the corresponding Revocation Order of any unfulfilled monetary obligations Client before the Bank; or

(b) on the next Banking Day after the date of fulfillment by the Client of all unfulfilled monetary obligations of the Client to the Bank (that existed on the date of such fulfillment), which will occur after the expiry of 90 (ninety) Banking Days from the date of receipt by the Bank of the relevant Revocation Order.

In case of revocation by the Client their consent to the execution of payment instructions/transactions on the contractual debit, according to which the recipient of funds is the Bank, the Bank executes and issues an invoice to the Client (via the InsideBusiness Payments CEE payment module of InsideBusiness Portal e-channel or by mail) for the unpaid amounts of remuneration and other payment under the Agreement, which the Client must pay within seven (7) Banking Days from the date of receipt.

In case of non-payment of the invoice issued by the Bank within seven (7) Banking Days, the unpaid amounts of remuneration and other payment under the Agreement shall be subject to a penalty in the amount of double discount rate of the NBU per annum for each day of such delay.

In the event that the Client revokes their consent to the execution of payment instructions/transactions on the contractual debit, according to which the recipient of funds is the Bank, the Bank has the right to close the Client's Account or terminate the Agreement by notifying the Client in writing at least 15 (fifteen) calendar days before the termination date. No later than the last Banking Day preceding the termination date of the Agreement specified in the notice, the Client is obliged to repay all debts to the Bank arising on the basis of the Agreement.

2.8. In case of non-fulfillment/late fulfillment/other violation by the Client of the obligations provided for in the Agreement, as well as in cases provided for by the current legislation (including the legislation governing the prevention of money laundering, terrorism financing and financing of proliferation of weapons of mass destruction), and/or in accordance with the procedures of the ING Group, the Bank has the right to unilaterally terminate the Agreement, refuse to serve the Client, in

particular, but not exclusively, refuse to establish (maintain) business relations, carry out a financial transaction, service the Client's Accounts using the InsideBusiness Payments CEE payment module of InsideBusiness Portal e-channel, as well as perform other actions provided for by the current legislation of Ukraine, etc.

If the implementation of the transaction, including the use of the Bank's correspondent accounts opened in foreign countries, is prohibited by restrictions established by the legislation of foreign countries, international sanctions, decisions of courts and other competent bodies of foreign countries, or if the participant or beneficiary of the transaction is a person included to the list of persons against whom international sanctions or sanctions of foreign countries have been applied, the Bank has the right to stop transactions on the Client's Account, as well as refuse to carry out transactions.

In case of impossibility of making payments, which is caused by illegal interference in the operation of the bank's computer network (cyber attack); failures in the operation of the SWIFT/SEP systems or other technological problems related to the operation of the SWIFT/SEP systems, as well as in the event of the Bank's inability to use the SWIFT/SEP system for any reason, the Bank has the right to refuse the Client to perform operations on the Account.

In order to comply with the requirements of FATCA/CRS, in the event that the Client or his legal representative(s) did not provide the necessary information for FATCA/CRS identification, or the inauthenticity or violation of the certificates and guarantees given in the Agreement was found, the Bank has the right to close all or separate Client Accounts and/or refuse to provide services under the Agreement, sign additional agreements, conduct operations on the Client Accounts or suspend (temporarily) operations on them, and/or unilaterally terminate the Agreement.

If the transaction contains signs that it is subject to financial monitoring in accordance with the legislation governing the prevention of money laundering, terrorism financing and financing of proliferation of weapons of mass destruction, the Bank has the right to refuse the Client to execute the payment instruction/payment order operations or suspend their execution.

For transfers subject to foreign exchange supervision by the Bank, as an agent of foreign exchange supervision in accordance with the requirements of the legislation of Ukraine, the Bank has the right not to execute payment instructions in case of non-compliance of the primary documents provided by the Client, confirming the purpose of the transfer of funds and the source of origin of the funds to the requirements of the legislation of Ukraine, exceeding the amount transfer of the authorized transfer amount, etc.

The Bank has the right to delay the execution of the transaction in case the Bank needs to obtain additional information/take measures in order to fulfill the requirements of the legislation governing the prevention of money laundering, terrorism financing and financing of proliferation of weapons of mass destruction, or accordingly to the procedures of the ING Group.

3. BANKING DAY, OPERATIONAL DAY, AND OPERATIONAL HOURS

3.1. Banking Day (or Bank Business Day) shall mean a day when transactions are conducted in the Bank in accordance with the current legislation of Ukraine, including regulations of the regulator of the banking system of Ukraine, as well as in banks in the country issuing the currency of the transaction.

Operational Day shall mean the day during which the Bank, as a provider of payment services of the payer or a provider of payment services of the recipient, involved in the execution of a payment transaction, carries out its activities necessary for the execution of payment transactions.

Operational Hours shall mean a part of the Operational Day of the Bank when payment instructions and instructions on revocation are accepted. The Bank may set different duration of Operational Hours for accepting and processing documents depending on the currency of the transfer documents. The beginning and end or duration of the Bank's Operational Hours are determined in the Bank's internal documents. Information on the Bank's Operational Hours may be indicated in the Tariffs, and the Bank has the right to change the beginning, end and duration of the Operational Hours at its discretion unilaterally by notifying the Client through InsideBusiness Payments CEE payment module of InsideBusiness Portal e-channel and/or on the Bank's official website and/or through Correspondence File.

3.2. The duration of the Bank's Operational Hours depends on the currency of the payment and the type of payment (interbank / intrabank), namely:

UAH*		USD, GBP, CAD*	EUR*	other foreign currencies
interbank (SEP)	intrabank			
9:00 - 16:00	9:00 - 17:00	9:00 - 17:00	9:00 - 16:00	9:00 - 16:00

* the international currency designation is used

4. EXECUTION OF CLIENT'S PAYMENT INSTRUCTIONS

4.1. The Bank executes payment instructions of the Client provided that there is an available balance on the Account, the Client provides all necessary and satisfactory for the Bank documents for currency supervision (for payments in foreign currency) and in accordance with the terms and conditions of the Agreement in the following terms (depending on payment currency):

(a) payment instructions in UAH:

- on the day of their receipt by the Bank, if they were received by the Bank during the Operational Hours for the respective currency;
- no later than the next Banking Day after the day of receipt, if they arrived at the Bank after the Operational Hours for the respective currency.

(b) payment instructions in Euro:

- no later than the next Banking Day after the day of receipt, if they arrived at the Bank during the Operational Hours for the respective currency;

- on the next Banking Day, if they arrived at the Bank after the Operational Hours for the respective currency;

(c) payment instructions in US dollars, Canadian dollars and British pounds:

- on the day of their receipt by the Bank, if they were received by the Bank during the Operational Hours for the respective currency;
- no later than the next Banking Day after the day of receipt, if they arrived at the Bank after the Operational Hours for the respective currency;

(d) payment instructions in other foreign currency:

- no later than the next Banking Day after the day of receipt, if they arrived at the Bank during the Operational Hours for the respective currency;
- no later than the second Banking Day after the day of receipt, if they arrived at the Bank after the Operational Hours for the respective currency.

The Bank has the right to execute payment instructions outside the Operational Hours if technically possible and provided that the Client pays the relevant remuneration to the Bank for the transfer of funds outside the Operational Hours (if established by the Tariffs).

4.2. If the Bank receives different payment instructions for one Account, and this Account does not have enough funds to cover all payment orders, the Bank has the right to determine which payment instructions to execute, unless the order of execution is established by current legislation of Ukraine.

4.3. The Bank has the right to delay the execution of the transaction in case the Bank needs to obtain additional information/take measures to comply with the legislation governing the prevention of money laundering, terrorism financing and financing of proliferation of weapons of mass destruction, FATCA/CRS requirements or in accordance with the procedures of the ING Group.

In the payment instructions for transfer to the budget and special purpose funds (mandatory payments), the "Payment Details" field shall be coded according to the law. The mandatory payments shall have a priority in relation to all other payments.

Where the payment in hryvnia is made to the correspondent account of a foreign bank with Ukrainian Bank (LORO account), the Bank shall ensure the currency supervision of the imported foreign currency payment as described below.

4.4. The Bank shall accept the Client's payment instruction for performance within 30 calendar days from the date of the payment instruction (excluding the payment order issuance date). When the balance is insufficient to perform the payment instruction and the funds are unavailable due to the loan and/or overdraft, the Bank shall return the payment instruction without performance. In this case, the reason for returning the document without performance shall be specified on the reverse of the payment instruction in the national currency (indicating the date of return and a reference to an article or item of Ukrainian law or NBU regulation). The document shall be certified by signatures of the responsible officer and controller, as well as the Bank stamp.

4.5. The Bank accepts a payment instruction for the transfer of funds for the salary payments in accordance with the procedure determined by the central executive body, which ensures the formation and implementation of the state financial policy.

The Bank does not check the correctness of the accrual, calculation and payment terms of the single contribution to the mandatory state social insurance. The payer bears the responsibility for the violation of the procedure for accrual, calculation and payment of the single contribution to the mandatory state social insurance.

The Bank accepts payment instructions for the payment of taxable income, defined in Chapter IV of the Tax Code of Ukraine, only on the condition that the tax agent simultaneously submits a payment instruction for transferring to the budget the withheld personal income tax from the amount of income or a payment instruction for crediting funds in the amount of this tax to a single the account defined by Article 351 of the Tax Code of Ukraine, or documentary confirmation of its earlier payment.

A tax agent who transfers income from which, in accordance with the Tax Code of Ukraine, personal income tax is not withheld, in the "Payment purpose" requisites of the payment instruction notes that the income is not subject to taxation.

In the payment instruction for the payment of withheld personal income tax from the amount of salary, the tax agent must indicate the period for which the wages are charged in the "Purpose of payment" requisites.

The Bank does not check the correctness of the calculation and the timeliness of the tax agent's payment of the tax to the relevant budget.

5. FEATURES OF EXECUTION OF PAYMENT INSTRUCTIONS IN FOREIGN CURRENCY

5.1. The Bank accepts for execution payment instructions in foreign currency in the form accepted by the Bank (taking into account the requirements of the Regulation on the procedure for the execution of payment instructions in foreign currency and bank metals by payment service providers, as amended by the resolution of the NBU Board No. 216 of 28.07.2008 (as amended by the resolution of the NBU Board No. 189 dated 25.08.2022), with changes and additions,) certified by the signatures of authorized persons, according to the List/Card, using the InsideBusiness Payments CEE payment module of InsideBusiness Portal e-channel or provided in paper form directly to the Bank, valid within 30 calendar days, starting from the day of its execution.

5.2. Unless otherwise provided for by the current legislation of Ukraine, Clients (residents and non-residents) carry out foreign currency transfer transactions if there are grounds/obligations for such transactions, which are confirmed by relevant documents (Agreements/contracts/acts/invoices/specifications and other documents confirming the existence of grounds for making the transfer), which are submitted to the Bank.

5.3. Payment instructions in foreign currency must contain the following details:

- 1) document number for initiating a payment transaction (may contain numbers and letters);
- 2) the date of drawing up the document for initiating the payment transaction (date - in numbers, month - in numbers or words, year - in numbers);
- 3) unique identifier of the payer or name (full or abbreviated) of the payer/surname, first name, patronymic (if available), account number of the payer in foreign currency, address of the payer;
- 4) name and location of the payer's payment service provider (names of the country and city);
- 5) digital or letter code of foreign currency in accordance with the Classifier of foreign currencies and bank metals, approved by the resolution of the Board of the National Bank of Ukraine dated February 4, 1998 No. 34 (as amended by the resolution of the Board of the National Bank of Ukraine dated April 19, 2016 No. 269) (with changes) (hereinafter - Classifier);
- 6) the amount of the payment transaction (the whole part of the number is separated by a comma) and words;
- 7) unique identifier of the recipient or name of the recipient/surname, first name, patronymic (if available), account number of the recipient in foreign currency to which the funds are transferred (for the recipient - a natural person who does not have account, the details of the account number are not filled in);
- 8) name of the recipient's payment service provider [for a bank - SWIFT code/(BIC) or other identifier of the recipient's bank;
- 9) commissions - the procedure for paying commission fees (expenses) to the payer's payment service provider and other payment service providers for the transfer of funds in foreign currency at the expense of the payer (OUR) or recipient (BEN) or payer and recipient (SHA) is indicated the right of the payer's payment service provider to withhold commission without the payer's payment instructions;
- 10) purpose of payment;
- 11) country code of the recipient (three characters) according to his location or residence (if such information is available) or the country of registration (to be filled in by the payer or the payer's payment service provider);
- 12) identification code of the payer - for legal entities, the code according to the Unified State Register of Enterprises and Organizations of Ukraine (USREOU) or the account number, which is assigned by the controlling authorities, is indicated for individuals, the registration number of the taxpayer's registration card or series (for availability) and passport number (for natural persons who, due to their religious beliefs, refuse to accept the registration number of the taxpayer's registration card and have officially informed the relevant supervisory authority about it and have a mark in the passport/record in an electronic contactless medium or the word "refusal" is inserted in the passport);

- 13) signature(s) [handwritten/electronic(s)] of the responsible person(s) of the payer who, according to the legislation of Ukraine, has the right to dispose of the account, or authentication code;
- 14) other details provided for by the current legislation of Ukraine.

6. RECEIVING PROCEEDS TO CLIENT ACCOUNTS

6.1. The Bank has the right to delay the execution of the transaction in case the Bank needs to obtain additional information/take measures in order to fulfill the requirements of the legislation governing the prevention of money laundering, terrorism financing and financing of proliferation of weapons of mass destruction, requirements FATCA/CRS or in accordance with ING Group procedures.

6.2. The Bank credits to the Account funds in national currency received in favour of the Client, provided that during the control over the details of settlement documents no discrepancies were identified.

Crediting of incoming payments in hryvnia to the Clients' accounts is carried out by the Bank on the Operational Days in accordance with the SEP regulations and within the limits of the Bank's technical capabilities.

6.3. The Bank credits to the Account funds in foreign currency received in favour of the Client, if during the control, including the details of payments instructions, no discrepancies are found and the Client provides all necessary and satisfactory for the Bank documents for currency supervision, in the following terms (depending on the incoming currency):

(a) incoming payments in Euro, US dollars, Canadian dollars and British pounds:

- on the day of their receipt, if the funds were received during the Operational Hours for the respective currency;
- no later than the next Banking Day after the day of receipt of the funds, if they arrived at the Bank after the Operational Hours for the respective currency;

(b) in other foreign currency:

- no later than the next Banking Day after the day of receipt of the funds, if they arrived at the Bank after the Operational Hours for the respective currency;
- no later than the second Banking Day after the day of receipt of the funds, if they arrived at the Bank after the Operational Hours for the respective currency.

In any case, the Bank shall transfer the received transfers in foreign currency to the Client's Account if the Bank has received final confirmation that such amount was received in favour of the Client and, if the specified amount is available on the Bank's correspondent account. In the event that the currency legislation provides for the mandatory sale of foreign currency, the Bank credits the Current Account of the Client in the national currency after the sale of the currency.

6.4. Clients (residents and non-residents) have the right to carry out transactions that do not contradict the requirements of the legislation of Ukraine.

6.5. The following information must be included in the notifications about the receipt of foreign currency funds for the benefit of the Bank's Clients:

- the unique identifier of the recipient or the name/surname and proper name and account number of the recipient and the purpose of payment.

The Bank shall request a written explanation from the Client where the payment instruction of a non-resident bank does not specify (or incorrectly specified the number and/or date) a reference to the agreement, contract, deed or another document used in international practice, which can be considered a contract.

6.6. The funds in foreign currency sent to the Client (resident and non-resident) in accordance with applicable laws of Ukraine shall first be transferred to the Client's clearing account.

The following funds shall be credited right to the current account:

- from trade in currency valuables;
- as payment/repayment of funds for a business trip abroad;
- as receipt of funds in the form of a credit, loan, or financial assistance from authorized institutions;
- as transfer/crediting of funds from its own current/deposit accounts [including the crediting of funds in the amount of interest accrued on the balance of its own current and deposit accounts];

- as crediting of funds transferred from the account of the humanitarian aid transferor to the account of the humanitarian aid beneficiary (including the crediting of funds in the amount of interest accrued on the balance of the funds transferred to account as humanitarian aid);
- as transfer of funds related to the joint investment with a non-resident investor without a legal entity incorporation (transferred from the joint investment account in the event of the joint activity termination/transfer to such account);
- as placement of funds in the banks of Ukraine on terms of a subordinated debt/returned funds hereunder.

The Bank is obliged to transfer funds in foreign currency to the Client's current account without its prior request, not later than the next banking day after the day of funds are credited to the Client's distribution account. This requirement shall not be applied to funds that are sold on the foreign exchange market of Ukraine according to Ukrainian legislation.

6.7. When the foreign currency is transferred to the Client's account, the Client shall provide a contract with a non-resident, which complies with applicable laws of Ukraine, or another document having the power of a contract. Agreements with non-residents made in a foreign language shall be translated into Ukrainian (the translation shall be signed by the person who did the same). The Bank may request that the residents translated the other documents required to monitor the timely payments under the Client's export transactions into Ukrainian.

The documents can be provided to the Bank both in paper form and electronically. The electronic copies of documents shall be created by the Client via scanning the original document in paper form and certified with the Client's electronic signature (for legal entities – with the authorized person's signature) . The electronic copies of document can be submitted through InsideBusiness Payments CEE payment module of InsideBusiness Portal electronic channel, and shall be kept in the Bank's electronic archive. When the documents are provided in paper form, all their pages shall be signed by the director or other authorized persons of the Client. The copies of documents provided by the Client to confirm the receipt of export proceeds shall be kept in the Client's file in the Bank.

Should the Client fail to submit the documents required for the Bank to implement the foreign currency supervision of compliance with settlement deadlines by residents, the Bank shall inform the NBU as required by law.

6.8. In order to provide the functions of an agent for currency supervision of the Client's transactions (corporate non-resident, non-resident investor), the Bank shall first credit the funds in hryvnia received for this Client to the clearing account (excluding the funds received from transactions of foreign currency trading in the currency market of Ukraine, transferred from the Client's own accounts, in the form of interest accrued on the Client's account balance).

The Bank shall transfer the funds from the clearing account to the current account of the Client (corporate non-resident, non-resident investor), subject to the provision of documents (information) confirming the transaction compliance with applicable laws of Ukraine and internal requirements of ING Group to the Bank. In the absence of these documents (information), the Bank shall return the funds to the sender.

The term of keeping the funds transferred to the Client (corporate non-resident, non-resident investor) at the clearing account may not exceed three Banking Days (excluding the day of crediting the funds to this account).

7. STANDARD INSTRUCTIONS FOR FOREIGN CURRENCY RECEIPT

7.1. For incoming payments in USD for the benefit of the Bank Client, the payment instructions shall contain the following information:

Beneficiary	Client's name and address, Client's account with ING Bank Ukraine
Beneficiary bank	ING Bank Ukraine, Kyiv SWIFT code INGBUAUK
Intermediary Bank	<u>JP Morgan Chase Bank National Association, New York</u> ABA: 021000021 SWIFT code: CHASUS33 Account number: 400920379
Also, you can select:	

	<u>The Bank of New York Mellon, New York</u> ABA: 021000018 SWIFT code: IRVTUS3N Account Number: 890-0341-858
--	---

7.2. For incoming payments in EUR for the benefit of the Bank Client, the payment instructions shall contain the following information:

Beneficiary	Client's name and address, Client's account with ING Bank Ukraine
Beneficiary bank	ING Bank Ukraine, Kyiv SWIFT code INGBUAUK
Intermediary Bank	ING Bank NV, Amsterdam SWIFT code INGBNL2A Account number: 50-91-29-41

8. THE LIST OF MAJOR FOREIGN CORRESPONDENT BANKS

Transfer currency	Intermediary bank
GBP	ING Bank NV, Amsterdam S.W.I.F.T. code INGBNL2A Account number: 50-00-39-17
SEK	ING Bank Amsterdam S.W.I.F.T. code INGBNL2A Account number: 0051102501
CHF	ING Bank NV, Amsterdam S.W.I.F.T. code INGBNL2A Account number: 50-03-28-87
DKK	ING Bank NV, Amsterdam S.W.I.F.T. code INGBNL2A Account number: 50-03-28-01
JPY	ING Bank NV, Amsterdam S.W.I.F.T. code INGBNL2A Account number: 50-03-28-95
PLN	ING Bank Slaski SA, Katowice, Poland S.W.I.F.T. code INGBPLPW Account number: PL20105000861000002341856876
CAD	ING Bank NV, Amsterdam S.W.I.F.T. code INGBNL2A Account number: 50-03-28-44
NOK	ING Bank NV, Amsterdam S.W.I.F.T. code INGBNL2A Account number: 50-03-28-52
CNY	ING Bank NV, Amsterdam S.W.I.F.T. code INGBNL2A Account number: 50-05-47-08

9. EXECUTION BY THE BANK OF APPLICATIONS FOR PURCHASE/SALE/EXCHANGE OF NON-CASH FOREIGN CURRENCY

9.1. The Bank has the right to provide the Client with services for purchase/sale/exchange of non-cash foreign currency. The services are provided taking into account the requirements of the legislation, as well as the technical capabilities of the Bank and the peculiarities of the implementation of processes in the Bank. Mandatory sale of non-cash foreign currency is carried out in the manner prescribed by the legislation.

9.2. Services on purchase/sale/exchange of non-cash foreign currency are provided to the Client in case, if necessary for this service, the Client has open Current Accounts in the respective currencies (for debiting funds for the transaction and for crediting funds as a result of the transaction).

9.3. In order to receive the service, the Client submits to the Bank an application for purchase/sale/exchange of non-cash foreign currency in the form established by the Bank, which must contain the following mandatory details:

- date of application submission and term of its validity;
- information about the Client,
- name and MFO (sort code) of the Bank,
- account from which the funds in the relevant currency are debited for the purchase/sale/exchange of non-cash foreign currency,
- account to which funds are credited in the relevant currency after the purchase/sale/exchange of non-cash foreign currency,
- the amount in foreign currency that the Client wishes to buy/sell/exchange,
- information on the purpose of purchase and documents on the basis of which the purchase of foreign currency is carried out;
- value date (for agreements concluded on Forward terms),
- rate of purchase/sale/exchange of non-cash foreign currency.

The Client has the right to indicate the rate of purchase/sale/exchange of foreign currency by specifying the digital value of the rate or indicate "at the rate of the bank".

9.4. In addition to the application for the purchase of non-cash foreign currency, the Client shall additionally submit supporting documents proving the existence of grounds/obligations/purpose for the transaction for the purchase of non-cash foreign currency. The list and content of supporting documents shall be established in accordance with the legislation and requirements of the Bank.

The Bank returns the application for the purchase of foreign currency without execution in the absence of documents that are the basis for the purchase of foreign currency and the Bank's currency supervision of this operation, or in the event of its non-compliance with the internal requirements of the ING Group.

In case of currency purchase, to fulfil obligations on transactions subject to registration in the automated information system of the National Bank of Ukraine "Limits of foreign exchange transactions" (information on foreign exchange transactions of residents to be carried out within the limits) and/or in the automated information system of the National Bank of Ukraine "Loan agreements with non-residents" (centralized information base on agreements that establish the fulfilment of debt obligations to non-resident creditors by residents on the loans (including repayable financial assistance) taken by the residents) an additional package of documents envisaged by the requirements of the current legislation shall be provided to the Bank. The list of such documents is determined by the Bank in each case.

The application for the purchase of foreign currency is submitted together with the package of documents that are the basis for the purchase of foreign currency, until 10:00 a.m. on the day of purchase.

9.5. Foreign currency purchased in the prescribed manner must be used by the Client within the prescribed period (except as provided by legislation). In case the Client violates these terms, the Bank sells the purchased foreign currency on the foreign exchange market.

9.6. The applications for the sale of foreign currency (free sale) is accepted by the Bank for execution on the day of submission until 10:30 a.m.

The Client does not submit to the Bank an Application for sale of foreign currency in cases when the proceeds are sold in accordance with the established requirements of the regulations of the National Bank of Ukraine.

9.7. Applications for exchange (conversion) of foreign currency are accepted by the Bank for execution on the day of submission until 3:00 p.m.

The Bank draws attention to the fact that the peculiarities of the settlement may impose additional restrictions on the acceptance of applications for the exchange of certain currencies.

9.8. The application for purchase/sale/exchange of non-cash foreign currency and supporting documents (if necessary) may be submitted to the Bank in electronic form through remote communication means or in hard copy in accordance with the terms and conditions of the Agreement.

In case of submission of an application for purchase/sale/exchange of non-cash foreign currency and supporting documents (if necessary) in electronic form, the documents must contain the relevant electronic signature of the Client's authorized person.

Applications for the purchase/sale/exchange of foreign currency in hard copy with clean-ups, crossed out words or any other corrections, as well as if the text of these documents cannot be read due to their damage, or which do not meet the requirements of the Group ING are not accepted for execution.

9.9. After the transaction on purchase/sale/exchange of non-cash foreign currency, the Bank credits the purchased/exchanged foreign currency/hryvnia to the appropriate account specified in the application for purchase/sale/exchange of non-cash foreign currency.

9.10. The Bank has the right to refuse to execute the application for purchase/sale/exchange of non-cash foreign currency in the following cases:

- in case of violation by the Client of any condition of the Agreement or other agreement concluded between the Parties;
- insufficient funds on the Client's account to carry out the transaction;
- absence or imperfection, in the opinion of the Bank, of supporting documents;
- unavailability of the requested currency;
- in the absence of offers to buy/sell/exchange non-cash foreign currency at the rate specified by the Client in the relevant application;
- if the application is executed or submitted improperly or submitted later than the time specified in the Agreement;
- the existence of any restrictions in relation to the Client's accounts used for the provision of the Service, or to the Client's rights to dispose of such accounts;
- if the provision of the Service violates or may lead, in the Bank's opinion, to a violation of the legislation;
- as otherwise provided for by the Agreement and the current legislation of Ukraine.

9.11. In case of refusal to execute the application for purchase/sale/exchange of non-cash foreign currency, the status of the application is changed accordingly, which the Client monitors independently through the InsideBusiness Payments CEE payment module of InsideBusiness Portal e-channel.

9.12. The Bank has the right to change the terms of submission of applications for purchase/sale/exchange.

In case of change the terms of submission of applications for purchase/sale/exchange, the Bank informs the Client by the InsideBusiness Payments CEE payment module of InsideBusiness Portal e-channel and/or by posting relevant information on the Bank's official website.

9.13. The application for the purchase of foreign currency is submitted to the Bank certified by the signatures of authorized persons, according to the List/Card, using the InsideBusiness Portal CEE payment module of InsideBusiness Portal e-channel or in paper form directly to the Bank.

The application for the purchase of foreign currency must be filled out in Ukrainian/foreign language and submitted in the form established by the Bank (Appendix 1), which is an integral part of these Guidelines.

9.14. The Client has the right to withdraw the application for the purchase/sale/exchange of non-cash foreign currency in full or in part. Withdrawal of such an application in the full amount is carried out by submitting, before the end of the Operational Hours of the day preceding the day of trading on the foreign exchange market of Ukraine, a letter of revocation drawn up in an arbitrary form indicating the details of the application (number, date, amount, currency) and certified by the signatures of authorized persons of the Client and the imprint of the seal (if it is used), declared in the List/Card. Withdrawal of an application for the purchase/sale/exchange of non-cash foreign currency in a partial amount is carried out by submitting a new application for a reduced amount within the same period.

The resident client is obliged to transfer the foreign currency purchased and exchanged on the foreign exchange market of Ukraine to fulfill his own obligations to non-residents only from the resident's current account opened in the Bank, except for settlements under letters of credit, within the period established by the law and for the resident to fulfill his obligations to a non-resident under a foreign economic agreement, if foreign currency is exchanged on the international currency market.

10. PAYMENT DETAIL CLARIFICATION

10.1. The Bank shall conduct clarification, correction and cancellation of payments made based on the Client's official letter. The letter shall specify the date, amount of transfer and other required details, which were lost or need to be changed. The letter shall form the basis for the Bank's actions on the Client's request. The clarification fee shall include the cost of the Bank services, correspondent banks and third parties.

10.2. The Bank shall not investigate the pending incoming payments.

11. INFORMATION AND CORRESPONDENCE

11.1. The Bank will provide the Client with the information required by the legislation of Ukraine during and after the execution of the payment transaction (confirms the execution of transactions on the Accounts) by including such information into Account Statements (a report on the status of the Account and transactions on the Account) and/or sending/displaying such information through the ING Channel.

Information on the status of the payment transaction executed by the Bank (as the payer's bank or the recipient's bank) is displayed in the Account Statement as a debit or credit transaction, respectively.

The payment transaction is considered executed by the Bank (as the payer's bank) at the time the Bank debits the relevant funds from the Client's Account in accordance with the payment instruction.

The payment transaction is considered executed by the Bank (as the recipient's bank) at the time of crediting the relevant funds to the Client's Account in the Bank.

11.2. Account Statements in electronic form are provided to the Client through the ING Channel on a daily basis without a separate request from the Client. In case the Client needs to receive an Account Statement in paper form and/or as a primary document, the Client sends a corresponding written request to the Bank through ING Channel or in hard copy. Payment for such service is made by the Client in accordance with the terms and conditions of the Current Account Agreement in the amount and within the terms stipulated by the Tariffs.

The Account Statement provided by the Bank to the Client, at their request, as a primary document is signed by authorized persons of the Bank and sealed with the Bank's seal.

Client shall regularly check the Account Statements on the correctness of banking operations and inform the Bank about discrepancies.

11.3. The Bank opens in the name of the Client and maintains a Correspondence File – a file/box in the Bank assigned to the Client, to which the Client has access, protected from unauthorized access by third parties, and intended for the Client to receive correspondence from the Bank on paper media in the cases provided for the Agreement). The Bank stores in the Correspondence File all Account Statements, notices, references and other correspondence on paper that the Bank provides to the Client or may receive from any third party regarding the Client's Account.

The Bank is not obliged to notify the Client about the receipt of correspondence in the Correspondence File.

The Bank forwards correspondence to the Client in accordance with his instructions. The Bank does not provide correspondence to any person, unless the Bank is provided with written confirmation of the relevant authority of such a person.

The Bank stores correspondence in the Correspondence File for five years, after which it is destroyed. The client bears full responsibility and risk for the destruction of correspondence, provided that he has not given a written request to send correspondence to the specified address and at his expense.

After termination/termination of the Agreement, the Bank destroys all correspondence in the Correspondence File, unless otherwise stipulated by the Client's written instructions or required by the current legislation of Ukraine.

If the Client does not wish to receive correspondence on paper media in the Correspondence File, he must notify in writing of his desire to receive such correspondence by mail and inform the Bank of his postal address, if such postal address is different from the one specified in the Agreement.

11.4. In order to establish contact with the Bank without the purpose of providing/receiving legally significant information/documentation, the Client also has the right to contact the Bank by submitting requests:

- by e-mail at: kiev.news@ingbank.com;
- by means of telephone communication at the number: +38 044 354 10 10.

12. DOCUMENTARY TRADES

The Bank maintains opened and received Letters of Credit (L/C), Bank Guarantees (BG), Collections (C) and Bill Avalization (BA) within the documentary trades. For operation with such transactions, the fees for documentary transactions shall be established for the Client (Annex to the Current Account Contract).

To open a (L/C) or a (BG) or to perform (BA) the Client must have a duly signed Loan Agreement allowing to use the latter for transactions of this type and within the predefined limit or to provide the Bank with a cash cover under the duly signed

Cash Cover Contract. Where additional information regarding these document is required, please, contact the responsible transaction services officer.

In addition to abovementioned, the Client shall provide to the Bank the two duly signed and stamped (if any) sets of a relevant application form for (L/C) and (BG) along with a copy of commercial contract or other underlying documents duly certified by the Client, or two duly signed sets of relevant application form for (BA) and form of Register of Bills for Aval. Please note that, according to the NBU requirements, the amendments to the Letter of Credit regarding the amount, expiration date and description of goods (including their quantity) can be made on the basis of a duly signed additional agreement to the commercial contract or letters, the exchange of which shall be equivalent to such additional agreement.

To work with (C) and received (L/C) and (BG) the Client shall provide the cover letter of relevant form or its other instructions in written form.

All applications and letters (instructions) regarding documentary trades shall be signed by the authorized persons, the specimen signatures of which are contained in the List/Card submitted to the Bank and shall be sent directly to the responsible transaction services officer or to the Credit Transaction and Documentary Business Department. The applications, copies of commercial contract or other underlying documents, and letters (instructions) shall be sent through InsideBusiness Payments CEE module, in case if the C2B service of the payment module InsideBusiness Payments CEE of the electronic channel InsideBusiness Portal is activated.

13. LOAN MANAGEMENT

Please, send an installment request to the Bank by 16:00.

To receive the funds under the signed Loan Agreement, the Client shall apply for disbursement to the Bank through InsideBusiness Payments CEE payment module of InsideBusiness Portal e-channel or in paper form. Please make sure that the paper request was signed by the Client's authorized persons.

14. INSIDEBUSINESS PORTAL E-CHANNEL AND INSIDEBUSINESS PAYMENTS CEE PAYMENT MODULE

InsideBusiness Portal system provides a single platform to access all ING electronic channels.

InsideBusiness Payments CEE module offers a solution in the form of sophisticated schemes for remote authorization and configuration of access rights of the Client's users. The analytical reports provide actual information on the cash flows and balances allowing the personalization of settings for each Client's user. The Client shall receive an effective means of financial control over its business, as well as mobility, safety and comfort, thereby increasing the efficiency of corporate activities. InsideBusiness Payments CEE users can prepare their own reports according to specific search criteria (account, currency, period, payer/payee, transaction details, etc.). In addition to payments and reporting, InsideBusiness Payments CEE users can benefit from such services as currency exchange rates of the NBU and the bank cash desk, as well as submission of electronic requests in various formats.

To subscribe to InsideBusiness Portal e-channel and InsideBusiness Payments CEE payment module, the Client needs the following:

1. The system met the following specifications:

Operating system:

- Windows Vista SP2 (32/64 bit), Windows 7 SP1 (32/64 bit), Windows 8, 8.1 (32/64 bit) or higher.
- The last versions Microsoft Edge and Google Chrome are recommended browsers. Adobe Reader 10.0 and higher.
- Internet Protocol 4 (IPv4).
- Domains *@ing.nl, *@ingbank.com, *@ingbank.com shall be added to spam filter exceptions.

Configuration:

- RAM 256 (preferably 512 or more) MB;

- free space on the hard drive for file sharing (at the user's discretion)
 - availability of Cyrillic system fonts,
 - availability of open 443, and 80 USB ports,
 - Internet access.
2. The following duly completed documents were submitted:

ING Channel Agreement (2 copies)

- **"INSIDEBUSINESS PAYMENTS CEE CLIENT REGISTRATION/MODIFICATION FORM"**. This form shall specify the Client's intention to establish/alter the accounts, rules of signature in the company, rules of signing the files to the bank, daily limit per company, daily limit per account and transaction limit, as well as the relevant signature rules and authorities .
- **"INSIDEBUSINESS PAYMENTS CEE USER REGISTRATION/MODIFICATION FORM"** (with a personal mobile number and personal email address of the user). This form shall specify the Client's intention to establish/modify the rights of users and accounts, the users' powers to create, edit, sign, and send the invoices on the Client's accounts, users' limits for transaction sending and the level of their signatures, as well as the rights to perform electronic queries to the Bank. The application form must not be filled in manually. Besides the personal data of a new user and Client's accounts to which the access will be granted, the form must contain a Client's seal (if any) and signatures of the authorized signatories (according to the List/Card, Power of Attorney or any other relevant document).

The access to InsideBusiness Portal e-channel shall be provided by:

- ING I-Dentity card with a personal digital certificate of the user (PIN code-protected);
- A special ING I-Dentity card reader (ING I-Dentity reader);
- User's personal ID;
- mToken – a function of InsideBusiness Portal app for access to the channel (can be used as an alternative to ING I-Dentity card and ING I-Dentity reader)

Equipment for access to InsideBusiness Portal e-channel (ING I-Dentity card and ING I-Dentity reader) and the initial PIN code shall be sent to the Client's user to the address indicated in the **"INSIDEBUSINESS PAYMENTS CEE USER REGISTRATION/MODIFICATION FORM"**.

The Client's account can be managed in InsideBusiness Payments CEE payment module by the users only after the Bank receives a signed form of "Confirmation of ING I-Dentity card acceptance" by the user, based on which the cards will be activated in ING internal systems or user may install and register himself the InsideBusiness Portal application for activation of m-Token

In the event of:

- changing the authorized signatories in the List/Card card;
- granting access to accounts to the new Company representatives;
- new account opening

A new **"INSIDEBUSINESS PAYMENTS CEE USER REGISTRATION/MODIFICATION FORM"** must be completed for each user.

15. CLIENT'S WRITTEN REQUEST HANDLING

The Bank shall provide written information on any Client data (date of opening the current accounts, balances, account numbers, turnover for a period, etc.) upon written request of the Client and/or request sent through InsideBusiness CEE payment module of InsideBusiness Portal e-channel. The Client's written request shall include the signature(s) of the Client's authorized employees.

The response shall be provided within the following terms:

- **1 to 5 business days for certificates, statements, notices etc.**

- **5 to 10 business days to respond to the auditors' inquiries.**

16. MISCELLANEOUS

16.1. The Client is obliged to notify the Bank in writing of: amendments to the Client's constituent documents; changes about the Client in the USREOU; change of postal address; changes in types of activities; changes in the composition of beneficiaries, owners of significant participation, controllers, representatives of the Client and authorized persons; changes in contact details provided by the Client for the purpose of concluding the Agreement, in the manner and volume provided by the current legislation of Ukraine and/or internal regulations of the Bank on opening (servicing) Accounts, prevention and counteraction to legalization (laundering) of proceeds from crime — within ten (10) Banking Days from the date of the relevant changes, as well as from the date of receipt of the Bank's request, unless another shorter period is established by the current legislation of Ukraine.

16.2. The Client is obliged at the first Bank's request and within the deadline specified in such request to provide the Bank with the documents and/or information stipulated in the Agreement and/or in the internal regulations of the Bank, and/or current legislation of Ukraine, and/or necessary to open an Account, and/or to provide the relevant service or to carry out identification/verification procedures of the Client (their representatives) by the Bank, including clarification of information on identification and study of the Client to clarify their identity, nature of activity, and/or assessment of the Client's financial condition and/or analysis of their transactions in the service process, as well as the functions of the tax agent and/or currency supervision agent.

In cases where the Bank needs any documents in order to carry out transactions and/or provide services under the Agreement before the execution of such transactions and/or provision of services - provide the Bank with all the documents required by the Bank no later than 3 (three) Banking Days before the date of execution by the Bank of the relevant transaction of the Client, provision of the relevant service to the Client or in another period established by the Bank.

16.3. The Client is obliged to provide, at the first request of the Bank:

- information/documents or data necessary to identify the sources of funds of public persons who are the owners of significant participation and/or controllers and/or representatives of the Client. The information and/or documents specified in this clause shall be provided within three (3) Bank Business Days from the date of receipt of the Bank's request or within another term established by the Bank in the request;

- reliable documents and/or information necessary for the Bank to carry out procedures for identification of authorized persons and/or other persons, in accordance with current legislation of Ukraine, including the legislation governing the prevention of money laundering, terrorism financing and financing of proliferation of weapons of mass destruction, and promptly notify the Bank of any changes in documents and/or information provided by the Client at the conclusion of the Agreement (passport data, addresses of residence and registration, contact details, etc.), in the manner and to the extent provided for by the legislation governing the prevention of money laundering, terrorism financing and financing of proliferation of weapons of mass destruction and internal regulations of the Bank. The information and/or documents specified in this clause shall be provided within three (3) Banking Days from the date of the relevant changes, as well as from the date of receipt of the Bank's request, unless otherwise specified by the current legislation of Ukraine.

16.4. The Client shall be entitled to apply to the Bank on issues related to the Agreement, the terms and conditions of certain services within the Agreement or the Bank's activities, including filing complaints and fraud reports in accordance with the instructions provided on the Bank's official website. Upon the fact of the Client's application with information about fraudulent activities, the Bank shall provide the Client with an answer regarding the results of the internal investigation.

16.5. ING Group's internal policies involve implementing enhanced compliance and risk management procedures and monitoring the implementation of those procedures on a continuing basis.

ING Group seeks to meet the requirements and provisions of regulators and other stakeholders through a number of initiatives and activities, including scrutinizing account holder information, payment processing and other transactions to support compliance with regulations governing money laundering, economic and trade sanctions, bribery and other corrupt practices. Any failure by ING Group to meet applicable standards in these areas could result in, among other things, suspension or revocation of its licenses, fines, penalties and other disciplinary actions which could damage ING Group's reputation and financial condition.

As some of ING Group's policies go beyond the minimum standards required by laws and regulations, it is important to have a mutual understanding about how ING Group will act if any kind of relations with any person (natural, corporate or

governmental) who is listed on a USA, EU, UN or local sanctions list, in a transaction involving ING Group becomes apparent (“Country Involvement”).

As a result of its policies, if ING Group becomes aware of any Country Involvement, ING Group reserves the right at any time not to perform its obligations in relation to any transaction, including but not limited to:

- Executing payments;
- Issuing, advising or confirming financial instruments;
- Making any payment under, or otherwise implementing financial instruments (including but not limited to processing documents in connection with letters of credit). This also includes processing any document evidencing goods or services having their origin or destination in Iran, Cuba, North Korea, Sudan, and Syria (each a “Country”), or involving transshipment of goods through any of the Countries;
- Handling documents (on a collection basis or otherwise) other than to return them to the original sender.

16.6. Affixing signatures and seals of the Client and the Bank.

16.6.1. The use of a seal/electronic seal by the Bank or the Client for certification of deeds and/or any other documents within the framework of the implementation of the Agreement is not mandatory, unless otherwise expressly provided by the Agreement/deed/document. The absence or presence of the seals of the Parties on the Agreement, deed or any other document within the framework of the implementation of the Agreement in any case and definitely is not considered a violation of the form of such Agreement/deed/document and does not affect the legal force or validity of the Agreement/deed/document.

16.6.2. The Bank and the Client (if they have such technical capabilities) may use the following electronic signatures (EP) and electronic seals during electronic interaction (including for signing deeds, payment instructions, other electronic documents) (taking into account clause 16.6.1 of these Guidelines):

(a) qualified ESs and qualified electronic seals of the Parties, which:

- executed/issued by qualified providers of electronic trust services in Ukraine,

- executed/issued in foreign jurisdictions but recognized as qualified electronic signatures/seals in Ukraine in accordance with the legislation of Ukraine;

(b) advanced and simple ESs of the Client, which are generated through the remote communication means (in particular, the ING Channel, SWIFT).

When signing an electronic document with advanced EP or simple EP generated through the remote communication means, the Client considers the method of protecting electronic documents with the use of an electronic signature imposed by remote communication means (in particular, the ING Channel, SWIFT) to be sufficient;

(c) electronic signatures or seals based on public key certificates, issued by qualified providers of electronic trust services without information that the private key is stored in a means of a qualified electronic signature or seal.

16.6.2.1. By signing an electronic document with electronic signatures/seals, the Client and the Bank mutually recognize the legal (evidential) force of electronic documents without the need to confirm them with documents on paper media with handwritten signatures/seals. Receipt of electronic documents is legally equivalent to receipt of documents on paper, sealed with signatures/seals of authorized persons of the Client/Bank.

16.6.2.2. Imposition of the Client's electronic signature on an electronic document is evidence that the Client has read the entire text of the document on which the relevant signature is affixed, fully understood its content, has no objections to the text of the electronic document and consciously applied his signature in the context provided for by the document.

16.6.2.3. When using simple electronic signatures or advanced electronic signatures/seals in electronic interaction with the Bank, the Client assumes all risks of damages that may be caused to the signatories and third parties associated with the use of simple electronic signatures and advanced electronic signatures/seals.

16.6.2.4. When signing, as part of electronic interaction, electronic documents with electronic signatures/seals specified in clause 16.6.2(a), (c) of these Guidelines, the authorized representatives of the Parties who sign the electronic document, as well as the date of signing the electronic document, are indicated in the corresponding Protocol creation and verification of a qualified and improved electronic signature, which is an integral part of the relevant electronic document (unless otherwise specified in the electronic document).

16.6.2.5. Electronic documents, which are created as part of electronic interaction under the Agreement and which the Bank must send to the Client, can be sent to the Client's e-mail address, which he notified to the Bank.

Herewith, the Client is aware of and accepts the risks that an electronic document containing bank secrecy and/or confidential information may be transmitted/sent by the Bank to the Client via unsecured communication channels (in particular, by e-mail). The Bank will not be responsible for the disclosure of information about the Client, the terms of the electronic document to third parties, which may occur as a result of sending the electronic document through unsecured communication channels.

16.6.2.6. When using the Client's e-mail address to send electronic documents, the Client is considered to have received the electronic document at the time the Bank sends such a document by e-mail to the Client's e-mail address.

The Client is obliged to confirm the fact of receipt from the Bank of the electronic document sent by the Bank by e-mail to the Client's e-mail address no later than on the next Banking Day from the day of its receipt - by sending an e-mail to the Bank's e-mail address from which the relevant electronic document was sent to the Client, indicating the fact and time of receipt of the electronic document and the sender of this confirmation. The absence of the specified confirmation by the Client within the set period will mean automatic confirmation by the Client of the fact of receipt of the corresponding electronic document on the next Banking Day from the date of sending this electronic document by the Bank, and the Client cannot further dispute or deny the fact of receipt of the electronic document.

Annex 1

м.Київ вул.Спаська, 30-А

Дата подання заяви Date	Строк дії заяви Application is effective until	Дата валютування (для угод укладених на умовах FORWARD) Value Date (for FORWARD deals)	Одержано надавачем платіжних послуг платника Received
Унікальний ідентифікатор платника або найменування (повне або скорочене) Unique payer identifier or Name (full or short),			Тел. Tel.
Код валюти, що продається Sale currency code	Номер рахунку для списання коштів (номер, найменування надавача платіжних послуг платника, МФО) Account number for debiting funds (number, name of the payer's payment service provider, MFO)		
	№ АТ“ІНГ БАНК Україна” МФО 300539		
Код валюти що купується Purchase currency code	Номер рахунку для зарахування коштів (номер, найменування надавача платіжних послуг, код МФО) Account number for crediting funds (number, name of payment service provider, MFO code)		
	№ АТ“ІНГ БАНК Україна” МФО 300539		
Назва валюти Currency Name			
Сума купівлі іноземної валюти (цифрами та прописом) Amount in foreign currency to be purchased (in figures and words)			
Підстава для купівлі іноземної валюти Reason for buying foreign currency			

ДОРУЧАЄМО НАДАВАЧУ ПЛАТІЖНИХ ПОСЛУГ СПИСАТИ З ВИЩЕВКАЗАНОГО ПОТОЧНОГО РАХУНКУ В ГРИВНІ СУМУ КОШТІВ ДЛЯ КУПІВЛІ ІНОЗЕМНОЇ ВАЛЮТИ НА УМОВАХ ЦЬОЇ ЗАЯВИ ПРО КУПІВЛЮ ІНОЗЕМНОЇ ВАЛЮТИ.
WE INSTRUCT THE PAYMENT SERVICE PROVIDER TO DEBIT FROM THE ABOVE LISTED CURRENT ACCOUNT IN HRYVNA THE AMOUNT OF FUNDS FOR THE PURCHASE OF FOREIGN CURRENCY UNDER THE TERMS OF THIS STATEMENT FOR THE PURCHASE OF FOREIGN CURRENCY.

ДОГОВІРНЕ СПИСАННЯ
DIRECT DEBIT

ДОРУЧАЄМО НАДАВАЧУ ПЛАТІЖНИХ ПОСЛУГ УКЛАСТИ ВІД НАШОГО ІМЕНІ І ЗА НАШ РАХУНОК УГОДУ НА КУПІВЛЮ ІНОЗЕМНОЇ ВАЛЮТИ НА НАСТУПНИХ УМОВАХ:
WE INSTRUCT THE PAYMENT SERVICE PROVIDER TO CONCLUDE ON OUR BEHALF AND FOR OUR ACCOUNT AN AGREEMENT FOR THE PURCHASE OF FOREIGN CURRENCY UNDER THE FOLLOWING TERMS:

Курс купівлі Еквівалент суми купівлі іноземної валюти, в грн. За курсом надавача платіжних послуг
Approximate UAH Equivalent Amount At the rate of the payment service provider

Purchase rate	V
---------------	---

Комісія надавача платіжних послуг **ВПОВНОВАЖУЄМО НАДАВАЧА ПЛАТІЖНИХ ПОСЛУГ УТРИМУВАТИ КОМІСІЙНУ ВИНАГОРОДУ ЗА ОБМІН ВАЛЮТ У ГРИВНЯХ ШЛЯХОМ СПИСАННЯ КОШТІВ З ПОТОЧНОГО РАХУНКУ В ГРИВНЯХ, ЗАЗНАЧЕНОГО У ЦЬОЇ ЗАЯВИ**
Payment service provider commission

WE AUTHORIZE THE PAYMENT SERVICE PROVIDER TO WITHHOLD THE COMMISSION FOR CURRENCY EXCHANGE IN HRYVNYA BY DEBITING FUNDS FROM THE HRYVNYA CURRENT ACCOUNT SPECIFIED IN THIS STATEMENT

ДОРУЧАЄМО НАДАВАЧУ ПЛАТІЖНИХ ПОСЛУГ ЗАЛИШОК КОШТІВ У ГРИВНЯХ ПІСЛЯ КУПІВЛІ ІНОЗЕМНОЇ ВАЛЮТИ ЗАРАХУВАТИ НА ПОТОЧНИЙ РАХУНОК:
WE AUTHORIZE THE BANK TO TRANSFER THE REST OF MONEY ON THE CURRENT ACCOUNT:

Номер рахунку Надавач платіжних послуг, в якому відкрито рахунок (найменування і код МФО)
Account Number Provider of payment services in which the account is opened (name and code of MFO)

АТ“ІНГ БАНК Україна” МФО 300539

У РАЗІ НЕОБХІДНОСТІ, ДОРУЧАЄМО НАДАВАЧУ ПЛАТІЖНИХ ПОСЛУГ ЗАМІСТЬ ЗАЗНАЧЕНОЇ У ЗАЯВЦІ ОПЕРАЦІЇ ЗДІЙСНИТИ КУПІВЛЮ ІНШОЇ ІНОЗЕМНОЇ ВАЛЮТИ ЦЬОЇ САМОЇ ГРУПИ КЛАСИФІКАТОРА НА МВРУ, З ПОДАЛЬШИМ ЇЇ ПРОДАЖЕМ НА МІЖНАРОДНОМУ ВАЛЮТНОМУ РИНКУ ПРОТИ ВАЛЮТИ ЗАЯВИ.

WE AUTHORIZE THE PAYMENT SERVICE PROVIDER TO WITHHOLD THE COMMISSION FOR CURRENCY EXCHANGE IN HRYVNYA BY DEBITING FUNDS FROM THE HRYVNYA CURRENT ACCOUNT SPECIFIED IN THIS STATEMENT

ОБОВ'ЯЗКОВИЙ ЗБІР ДО ПЕНСІЙНОГО ФОНДУ ЗА КУПІВЛЮ ІНОЗЕМНОЇ ВАЛЮТИ У ВИГЛЯДІ ВІДСОТКА ВІД ГРИВНЕВОГО ЕКВІВАЛЕНТА КУПЛЕНОЇ ІНОЗЕМНОЇ ВАЛЮТИ У РОЗМІРІ ВСТАНОВЛЕНОМУ ЗАКОНОДАВСТВОМ
OBLIGATORY PENSION FUND CONTRIBUTION FOR FOREIGN CURRENCY PURCHASE AS A LEGISLATIVELY ESTABLISHED PERCENTAGE OF UAH EQUIVALENT OF FOREIGN CURRENCY BOUGHT

ДОРУЧАЄМО НАДАВАЧУ ПЛАТІЖНИХ ПОСЛУГ ЗДІЙСНИТИ ПРОДАЖ КУПЛЕНОЇ ІНОЗЕМНОЇ ВАЛЮТИ НА ВРУ У ВИПАДКУ, ЯКЩО КУПЛЕНА ІНОЗЕМНА ВАЛЮТА НЕ БУДЕ ВИКОРИСТАНА НАМИ НА ЦІЛІ, ЗАЗНАЧЕНІ У ЦЬОЇ ЗАЯВІ, ПРОТЯГОМ СТРОКУ ВСТАНОВЛЕНОГО ЗАКОНОДАВСТВОМ
WE INSTRUCT THE PAYMENT SERVICE PROVIDER TO SELL THE PURCHASED FOREIGN CURRENCY ABROAD IF THE PURCHASED FOREIGN CURRENCY IS NOT USED BY US FOR THE PURPOSES INDICATED IN THIS STATEMENT WITHIN THE PERIOD SET FORTH BY LAW.

М.П.
Stamp

Підписи
Signatures

Annex 2

ING BANK

АТ «ІНГ БАНК УКРАЇНА»
м.Київ вул.Спаська, 30-А

ЗАЯВА ПРО ПРОДАЖ ІНОЗЕМНОЇ ВАЛЮТИ №
APPLICATION FOR FOREIGN CURRENCY SALE

Дата подання заяви Date	Строк дії заяви Application is effective until	Одержано надавачем платіжних послуг платника Received
Унікальний ідентифікатор клієнта або назва та його місцезнаходження Unique customer identifier Name and Address		Тел. Tel.
Код валюти, що продається Sale currency code	Поточний рахунок для списання коштів Current account to be debited	АТ «ІНГ БАНК Україна»
Код валюти, що купується Purchase currency code	Поточний рахунок для зарахування коштів Current account to be credited	АТ «ІНГ БАНК Україна»
Назва валюти Currency Name	Сума продажу іноземної валюти (цифрами та прописом) Amount in foreign currency to be sold (in figures and words)	

ДОРУЧАЄМО НАДАВАЧУ ПЛАТІЖНИХ ПОСЛУГ УКЛАСТИ ВІД НАШОГО ІМЕНІ І ЗА НАШ РАХУНОК УГОДУ НА ПРОДАЖ ІНОЗЕМНОЇ ВАЛЮТИ НА НАСТУПНИХ УМОВАХ:
WE AUTHORIZE THE PAYMENT SERVICE PROVIDER TO SELL FOREIGN CURRENCY IN OUR NAME AND FOR OUR EXPENSE ACCORDING TO THE FOLLOWING CONDITIONS:

Курс продажу Sale rate	Еквівалент суми продажу іноземної валюти, в грн. Approximate UAH Equivalent Amount of Foreign Currency	За курсом надавача платіжних послуг At the rate of the payment service provider
<input type="checkbox"/>		

ВПОВНОВАЖУЄМО НАДАВАЧУ ПЛАТІЖНИХ ПОСЛУГ УТРИМАТИ КОМІСІЙНУ ВІНАГОРОДУ ЗА ОБМІН ВАЛОТ У ГРИВНЯХ ШЛЯХОМ ВИРАХУВАННЯ ІЗ КОШТІВ В ГРИВНЯХ, ОДЕРЖАНИХ ВІД ПРОДАЖУ ІНОЗЕМНОЇ ВАЛЮТИ
WE AUTHORIZE THE PAYMENT SERVICE PROVIDER TO DEDUCT THE FOLLOWING FX COMMISSION IN UAH BY DEDUCTING THE COMMISSION FROM UAH AMOUNT, RECEIVED AFTER FOREIGN CURRENCY SALE

Комісія надавача платіжних послуг, % FX Commission, %	Дата валютування (для угод укладених на умовах FORWARD) Value date for FORWARD

У РАЗІ НЕОБХІДНОСТІ, ЗА УМОВИ ВІДСУТНОСТІ ПОПИТУ НА ІНОЗЕМНУ ВАЛЮТУ ЗАЯВИ НА ВРУ, ДОРУЧАЄМО НАДАВАЧУ ПЛАТІЖНИХ ПОСЛУГ ЗДІЙСНИТИ ПРОДАЖ ІНОЗЕМНОЇ ВАЛЮТИ, ЗАЗНАЧЕНОЇ В ЦЬОЇ ЗАЯВІ, ЗА ДОЛЛАРИ США З ПОДАЛЬШИМ ПРОДАЖЕМ НА ВРУ.
IN CASE OF ABSENCE OF DEMAND FOR FOREIGN CURRENCY STATED IN THE APPLICATION ON THE UCIM WE AUTHORIZE THE PAYMENT SERVICE PROVIDER TO EXECUTE FOREIGN CURRENCY SALE STATED IN THIS APPLICATION FOR US DOLLARS WITH FURTHER SALE ON UCIM.

М.П.
Stamp

Підписи клієнта
Customer Signatures

Проведено надавачем платіжних послуг
Executed



WHOLESALE BANKING
ING BANK UKRAINE