

APPROVED BY

Decision of the Management Board of
ING Bank Ukraine JSC
Minutes No. 16
dated July 29, 2020

**Wholesale Banking Guidelines
for Current Accounts**

(effective since 3rd of August 2020)

Joint Stock Company “ING Bank Ukraine”

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1. LIST OF REPRESENTATIVES TO DISPOSE ACCOUNTS

According to the Regulation on opening and closing accounts of banks' clients and correspondent accounts of banks - residents and non-residents approved by Resolution of the Board of the National Bank of Ukraine dated 12/11/2003 No. 492 (with changes and additions), 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).

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.

In case of change or addition of representatives, who in accordance with the laws of Ukraine have the right to dispose of the Client's accounts in Bank, the updated List and documents confirming the authority of new / additional representatives are submitted / sent to the Bank

The updated List is also submitted to the Bank in case of the Client's renaming.
Prior to the occurrence of the circumstances that are grounds for submission the updated List to the Bank, the Bank's specimen signature card with the signatures of the authorized persons having the right to manage accounts of the Client in the Bank (hereinafter referred to as the Card) shall be used.

2. CASH TRANSACTIONS

The Bank cash desk is open on weekdays:

Monday - Friday
Open hours: 9:30 - 12:30

The cash services are provided according to the Regulation on cash transactions performed by the banks in Ukraine, approved by Resolution of the Board of the National Bank of Ukraine No. 103 dated September 25, 2018 as amended, and internal requirements of ING Group. The bank hereby asks you to comply with applicable laws. When the cash transactions are performed, the Bank shall identify the Client. For this purpose, the Client/ Client's representatives shall present a passport or another ID document to the cashier.

The cash checks, orders, applications, receipts and messages **may not be** corrected. The check completion procedure is specified on the checkbook cover.

To deposit cash:

- the banknotes shall be piled the same side up.
- the coins shall be sorted by denomination.

For cash withdrawals:

- **a notice is required by 3.00 p.m. on the day before withdrawal of amounts exceeding**
 - UAH 10,000.00
 - USD 5,000.00
- the Client shall inform the Bank one day before any cash withdrawal in foreign currencies other than US dollars.

The deposited cash shall be credited to the Client's account on the day of deposit. The cash deposit date shall be the value date.

For cash withdrawals in hryvnia, the Client shall use a checkbook issued by the bank (free of charge). All fees shall be charged for cash transactions (in national and foreign currency) only in hryvnia on the same day as the value date.

3. PAYMENT INSTRUMENTS AND OPERATIONAL DAY*

The Client shall submit payment orders and other payment instruments electronically using INSIDEBUSINESS PAYMENTS CEE payment module of INSIDEBUSINESS e-channel or in paper form in the Bank premises. Payment orders of the Clients are accepted and performed by the Bank within the following time period:

Payment orders in local currency (electronic or paper-based documents)		
	Time period*	Value date
Outgoing	9:00 - 16:00	T
	after 16:00	T+1
Outgoing intra-bank	9:00 - 17:00	T
	after 17:00	T+1
Payment orders in foreign currency (electronic or paper-based documents)		
	Time period*	Value date
USD, GBP, CAD**	9:00 - 17:00	T
	after 17:00	T+1
EUR**	9:00 - 16:00	not later than T+1
	after 16:00	T+1
Other currencies**	9:00 - 16:00	T+1
	after 16:00	T+2

*The specified period of time is simultaneously Bank's operational day and operational time for processing of Clients' payment orders in the relevant currency. It can be changed, whereof the Bank shall inform the Clients separately through INSIDEBUSINESS PAYMENTS CEE payment module of INSIDEBUSINESS e-channel and/or by posting the news on the Bank's web-site.

** provided that a complete set of documents was provided in accordance with the laws of Ukraine and ING Group requirements

T - means the bank's business day during which the Bank received Client's payment order.

4. PAYMENTS IN NATIONAL CURRENCY

The Bank shall perform the outgoing payment orders in hryvnia during business days within the Bank's operational day and operational time.

The Bank executes incoming payment orders in local currency and credits them on the account on business days according to the SEP NBU Regulation, taking into account the technical capabilities of the Bank.

The Bank shall have the right to hold up the execution of payment orders if it is necessary to obtain additional information/take measures in order to meet the requirements of the current laws regulating relations in the area of prevention of legalization (laundering) of proceeds from crime, terrorism financing and financing weapons of mass destruction or to meet the requirements of ING Group regulations, procedures.

Payment orders in hryvnia shall be made in Ukrainian and completed in accordance with the applicable law. The corrections are not permitted. The signatures shall be put on the payment order.

In the payment orders 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 payer or the payee is a non-resident, the "Payment Details" field shall contain the transaction code and the registration code of the payee's country.

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.

The Bank shall accept the Client's payment order for performance within 30 calendar days from the date of the payment order (excluding the payment order issuance date).

When the balance is insufficient to perform the payment order and the funds are unavailable due to the loan and/or overdraft, the Bank shall return the payment orders without performance. In this case, the reason for returning the document without performance shall be specified on the reverse of the payment order 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.

The Bank shall not process salary payments and withdrawals of cash received as salary in the absence of payment orders for transfer of mandatory payments pursuant to applicable laws or a document confirming the payment.

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 business days (excluding the day of crediting the funds to this account).

5. STANDARD INSTRUCTIONS FOR FOREIGN CURRENCY RECEIPT

For incoming payments in USD for the benefit of the Bank Client, the payment orders 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

For incoming payments in EUR for the benefit of the Bank Client, the payment orders 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

6. THE LIST OF MAJOR FOREIGN CORRESPONDENT BANKS

Transfer currency	Intermediary bank
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RUB	ING Eurasia, Moscow S.W.I.F.T. code INGBRUMM Account number: 30111810301001001524 BIK: 044525222 INN: 7712014310
GBP	ING Bank NV, Amsterdam S.W.I.F.T. code INGBNL2A Account number: 50-00-39-17
SEK	Nordea Bank AB (publ), Stockholm, Sweden S.W.I.F.T. code NDEASESS Account number: 3952-79-10900
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

7. THE PROCEDURE OF CREDITING FUNDS IN FOREIGN CURRENCY ON CLIENTS' ACCOUNTS.

The Clients (residents and non-residents) shall be entitled to perform transactions, which do not contradict the laws of Ukraine.

The notices on receipt of foreign currency funds for the benefit of the Bank Clients shall contain the following information:

- beneficiary's name, account number and "Payment Purpose" field.

The Bank shall request a written explanation from the Client where the payment order 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.

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.

Incoming funds received by the Bank in favor of Clients are credited on Clients' current accounts within the following time period:

Currency	Cut off time for receiving funds	Value date
USD, GBP, CAD*	9:00 - 17:00	T
	after 17:00	not latter than T+1
EUR*	9:00 - 16:00	T
	after 16:00	not latter than T+1
Other currencies*	9:00 - 16:00	not latter than T+1
	after 16:00	not latter than T+1

* provided that a complete set of documents was provided in accordance with the laws of Ukraine and ING Group requirements

T - means the bank's business day during which the Bank received funds in favor of the Client

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 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.

8. PAYMENTS IN FOREIGN CURRENCY

The Bank shall accept the payment orders in foreign currency for performance in the form adopted by the Bank (including the requirements of the NBU Board Resolution No. 216 dated 28/07/2008, Regulation on the Procedure of Performing the Documents on Transfer, Forcible Debit and Seizure of Funds in Foreign Currencies and Banking Metals by Banks), certified by signatures of the authorized persons according to the List/Card using INSIDEBUSINESS PAYMENTS CEE payment module of INSIDEBUSINESS electronic channel or delivered to the Bank in paper form, which shall be effective for 30 days starting from the issue date.

The Clients (residents and nonresidents) shall perform the foreign exchange transactions for foreign currency transfers when there are the grounds/commitments to perform such transactions, supported by relevant documents (agreements/contracts/acts/accounts/specifications and other documents confirming the availability of grounds for the transfer) submitted to the Bank.

Payment orders in foreign currency shall contain the following details:

- code of a payment order in foreign currency according to the State Classifier of Administrative Documents DK 010-98, approved by order of the State Standard Committee of Ukraine dated 31/12/98 N 1024;
- document name: "Payment order in foreign currency";
- number of the payment order in foreign currency (may include digits and words);
- date of issue of the payment order in foreign currency (date in digits, month in digits or words, year in digits);
- name and address of the authorized bank serving the Client (country, city);
- full or abbreviated name of the Client corresponding to the Client's name declared by him in the List/Card (for individuals – full name and identity document (series, number, date, issuing authority, place of residence), location (country, city);
- number of the Client's account in foreign currency from which the funds are transferred;
- digital or letter code of foreign currency;
- amount of transfer in digits (with integer part separated by a comma);
- transfer amount and name of the foreign currency in words;
- beneficiary's name (for individual beneficiary – full name), its location or place of residence (if any) and number of accounts to which the funds are transferred (for individual beneficiary having no account, this field may be omitted);
- name and address of the beneficiary bank;
- payment purpose (the "Payment Purpose" field of the payment order in foreign currency shall include the name, number and date of the document under which the funds in foreign currency are transferred);
- fee – specify the procedure for payment of fees charged by the authorized bank and other banks for the transfer of funds in foreign currency at the expense of the authorized bank Client (OUR) or beneficiary (BEN), or the Client and the beneficiary (SHA), and the right of the authorized bank to retain the fee without the Client's payment order;
- Client identification number - for legal entities, specify the code according to the Unified State Registry of Enterprises and Organizations of Ukraine, and for individuals – the taxpayer identification number
- other details pursuant to applicable laws of Ukraine

The Bank shall be entitled to reject the Client's payment order in foreign currency where:

- the transactions performed by the Client fails to comply with foreign exchange laws or internal requirements of ING Group. The Bank shall return the payment order in foreign currency to the payer;
- the Client failed to provide the documents and information required to clarify the essence of its business and financial condition, or intentionally provided false information about itself;
- the transaction performed by the Client is subject to financial monitoring (AML) according to the Law of Ukraine "On preventing and counteracting to legalization (laundering) of the proceeds of crime, terrorist financing, and financing proliferation of weapons of mass destruction" - the transaction is associated with evasion of requirements/restrictions/prohibitions established by the laws of Ukraine governing the relations in the areas of national security, prevention and counteraction to legalization (laundering) of proceeds from crime or terrorist financing or financing the proliferation of mass destruction weapons, implementation of commitments assumed by Ukraine under international treaties ratified by the Verkhovna Rada of Ukraine and regulations of the National Bank on introduction of protective measures, as well as taking appropriate action under the said laws of Ukraine and regulations of the National Bank.

The Bank shall return the payment order in foreign currency to the Client without performance and specify the reason for its return on the reverse side of a payment order in foreign currency (indicating the date of return and a reference to Article 64 of the Law of Ukraine on Banks and Banking), certified by signatures of the responsible officer and controller, as well as the Bank stamp.

9. FOREIGN CURRENCY PURCHASE

The Application for foreign currency purchase shall be submitted with a package of documents forming the basis for foreign currency purchase by 10.00 p.m. Applications received by the Bank before the abovementioned time shall be processed by the Bank within the same business day. Applications received after abovementioned time shall be processed by the Bank the next business day.

Where the submission deadline is changed, the Bank shall notify the Client of the latter using INSIDEBUSINESS PAYMENTS CEE payment module of INSIDEBUSINESS electronic channel and/or by posting the news on the Bank's web-site.

The Application for foreign currency purchase shall be submitted to the Bank with signatures of authorized persons according to the List/Card via INSIDEBUSINESS PAYMENTS CEE payment module of INSIDEBUSINESS channel electronic or in paper form to the Bank.

The Application for foreign currency purchase shall be completed in Ukrainian/foreign language and provided in the form prescribed by the Bank (Annex 1), which shall form an integral part hereof.

Information concerning the purpose and documents based on which the foreign currency is purchased shall be specified in the Application for foreign currency purchase.

The Client may specify the foreign currency purchase rate by entering the exchange rate numerical value or indicate " Authorized bank rate".

The Bank shall return the Application for foreign currency purchase without performance in the absence of documents forming the basis for the foreign currency purchase and foreign exchange supervision of this transaction by the Bank, or in case of detection of its incompliance with internal requirements of ING Group.

The Client shall be entitled to withdraw the Application for foreign currency purchase from the Bank before its performance by the Bank in full or in respect of a part thereof by submitting a withdrawal letter drawn up in a random form and signed by an authorized person or its representative.

The Bank Clients shall perform the foreign currency purchase transactions in case of the presence of grounds/commitments for such transactions, supported by relevant documents submitted to the Bank (agreements/contracts/acts/invoices/specifications and other documents confirming the availability of grounds/commitments to a non-resident).

When the foreign currency is purchased to perform obligations under the transactions to be registered in the automated information system of the National Bank of Ukraine "Foreign Currency Transaction Limits" (information on foreign currency transactions of residents to be performed within the prescribed limits) and/or automated information system of the National Bank of Ukraine "Credit Agreements With Non-Residents" (centralized information base on contracts involving the performance of debt obligations by residents to non-resident creditors under the credit, loans attracted by residents (including the repaid financial assistance), an additional set of documents provided for by applicable laws shall be submitted to the Bank. The list of such documents shall be determined by the Bank in each case.

The resident Client is obliged to transfer a foreign currency purchased or exchanged in the foreign exchange market of Ukraine only from the resident current account in the Bank, except payments for letters of credit, in order to fulfill its obligations towards non-residents.

10. FOREIGN CURRENCY EXCHANGE (CONVERSION)

The Applications for foreign currency exchange (conversion) shall be accepted by the bank for execution on the same day by 15:00.

The Bank points out that the payment peculiarities may impose additional restrictions on the acceptance of Application for exchange of some currencies. Please discuss this with the Bank in advance.

11. FOREIGN CURRENCY SALE

The Application for foreign currency sale (free sale) shall be accepted by the Bank for performance on the day of submission by 10.30 a.m.

When the funds on the payer's account are insufficient to perform the sale of foreign currency in the foreign exchange market of Ukraine, the Bank shall reject the Application for foreign currency sale.

The Application for foreign currency sale shall be completed in Ukrainian/foreign language and provided in the form prescribed by the Bank (Annex 2), which shall form an integral part hereof.

The Client shall not submit the Application for foreign currency sale to the Bank when the incoming funds are sold according to the regulations of the National Bank of Ukraine.

The Client may specify the foreign currency sale rate by entering the exchange rate numerical value or indicate "Authorized bank rate".

The Bank shall sell the foreign currency funds purchased and transferred to a non-resident without the resident Client's orders within five business days upon crediting of these funds to the clearing account, where they were returned to the resident due to the fact that the mutual obligations or a part thereof are not implemented.

The requirements of the foregoing paragraph shall also apply to the funds in foreign currency returned by the non-resident to the resident Client, where the funds were transferred to the non-residents at the expense of the credit (loan) obtained in foreign currency, if the credit (loan) or a part thereof was repaid by the resident at the expense of the purchased foreign currency or when at the time of repayment the resident purchased foreign currency in order to perform its obligations under the loan agreement, but failed to transfer the same from the current account to repay the loan (credit). The foreign currency returned by the non-resident shall be sold in an amount equal to the amount of foreign currency purchased to repay the loan (credit). When the non-resident returns funds in installments, these funds shall be sold until the total amount of sold foreign currency reaches the amount of purchased foreign currency to repay the loan (credit).

The Client shall be entitled to apply to the Bank for the foreign currency sale regardless of availability of the current account in foreign currency with a Bank. Please, arrange such transactions with the Bank in advance.

The Client shall be entitled to withdraw the Application from the servicing bank before its performance by the bank in respect of a full or partial amount by filing a letter on Application withdrawal made in a random form and signed by a party or its representative.

The Application for sale of foreign currency in paper form containing erasures, crossed out words or any other corrections, and where the text of these documents became illegible due to damage, or in case of incompliance with requirements of ING Group shall not be accepted for performance.

12. PAYMENT DETAIL CLARIFICATION

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.

The Bank shall not investigate the pending incoming payments.

13. CORRESPONDENCE

The correspondence on accounts can be obtained at the Bank's office the day after the transaction on account, subject to submission of a power of attorney or a letter-of-warranty to the Bank.

The Bank may send them by mail on the Client's request in writing (at the rates specified in Annex 2 to the Current Account Contract).

14. ESTABLISHMENT OF CASH LIMIT

According to the Regulation on Cash Transactions in Local Currency in Ukraine (approved by the NBU Board Resolution No. 148 dated 29/12/2017 as amended), the legal entities shall independently determine and establish their cash limits. The limits and terms of paying monetary proceeds shall be valid until revised by the company.

Please also note that the business entities shall be entitled to make **cash payments within one day** under one or more payment documents:

- 1) among themselves - up to UAH 10,000 (ten thousand hryvnia only) inclusive;
- 2) to individuals - up to UAH 50,000 (fifty thousand hryvnia only) inclusive.

15. 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 certified 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 is activated.

16. 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 e-channel or in paper form. Please make sure that the paper request was signed by the Client's authorized persons.

17. INSIDEBUSINESS E-CHANNEL AND INSIDEBUSINESS PAYMENTS CEE PAYMENT MODULE

INSIDEBUSINESS 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 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.
- Internet Explorer min 10.0 and higher.
- Adobe Reader 10.0 and higher.
- Internet Protocol 4 (IPv4).
- Domains *@ing.nl and *@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 InsideBusiness 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 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** 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 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.

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.

18. 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 PAYMENTS CEE payment module of INSIDEBUSINESS 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.**

19. OPENING OF ADDITIONAL NEW ACCOUNTS

When it is required to open a new current account (including the current account for special use or a current account in foreign currency), the Client shall submit to the Bank the List (with the documents that confirm the authority of Client's representatives in the Bank) and the Application for account opening (in accordance with the established template), which shall contain signature(s) of the Client's authorized person (s) indicated in the List

On the day of opening an account for the Client-taxpayer, the Bank shall provide the relevant information electronically to the State Fiscal Service of Ukraine. The starting date of debit transactions on the account shall be the date when the Bank has received a notice of response with a note on the account registration with a regulatory authority.

20. MISCELLANEOUS

The Client shall promptly notify the Bank on amended information about it contained in the Unified State Registry of Legal Entities and Individual Entrepreneurs and statutory documents and/or submit a document/a copy of the document to the Bank confirming the state registration of such changes.

The documents and copies of documents shall be notarized in accordance with applicable laws of Ukraine.

The documents submitted for account opening issued in a foreign country shall be legalized in accordance with the established procedure, unless otherwise determined by international treaties to which Ukraine is a party. These documents can be certified only under the laws of the issuing country, translated into Ukrainian and legalized at the Consulate of Ukraine or certified at the Embassy of a relevant state in Ukraine and legalized at the Ministry of Foreign Affairs of Ukraine or apostilled in accordance with Article 4 of The Hague Convention abolishing the requirement of foreign documents legalization dated 05/10/1961. The copies of these documents shall be certified by a notary.

A bank shall have the right to require, and the Client (person, Client's representative) shall be obliged to submit the documents and statements necessary for identification and/or verification (including establishment of identification data of ultimate beneficial owners (controllers), analysis and identification of financial transactions subject to financial monitoring and other documents and statements specified in the applicable laws required by the bank in order to comply with the current laws regulating relations in the area of prevention of legalization (laundering) of proceeds from crime, terrorism financing and financing weapons of mass destruction.

Should the Client (person, Client's representative) fail to provide the documents necessary for identification and/or verification (including establishment of identification data of final beneficial owners (controllers), analysis and detection of

financial transactions subject to financial monitoring, the account shall not be opened and the agreements (financial transactions) mentioned in these Guidelines shall not be concluded (conducted).

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.

Thank you for your cooperation.
ING Bank Ukraine JSC

Annex 1

ING BANK

ЗАЯВА ПРО КУПІВЛЮ ІНОЗЕМНОЇ ВАЛЮТИ №

0408006

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

APPLICATION FOR FOREIGN CURRENCY PURCHASE

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 банком Received
Назва клієнта та його місцезнаходження Customer Name and Address		Тел. Tel.	
Код валюти, що продається Sale currency code	Поточний рахунок для списання коштів (номер, назва банку, МФО) Current account to be debited (number, bank, MFO code)		
	№ АТ«ІНГ БАНК Україна» МФО 300539		
Код валюти що купується Purchase currency code	Поточний рахунок для зарахування коштів (номер, назва банку, код МФО) Current account to be credited (number, bank, 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 БАНКУ УКЛАСТИ ВІД НАШОГО ІМЕНІ І ЗА НАШ РАХУНОК УГОДУ НА КУПІВЛЮ ІНОЗЕМНОЇ ВАЛЮТИ НА НАСТУПНИХ УМОВАХ:
WE AUTHORIZE THE BANK TO PURCHASE FOREIGN CURRENCY IN OUR NAME AND FOR OUR OWN EXPENSE ACCORDING TO THE FOLLOWING CONDITIONS:

Курс купівлі Purchase rate	Еквівалент суми купівлі іноземної валюти, в грн. Approximate UAH Equivalent Amount	За курсом уповноваженого банку Authorized bank rate
		V

Банківська комісія
FX Commission

ВПОВНОВАЖУЄМО БАНК УТРИМУВАТИ КОМІСІЙНУ ВІНАГОРОДУ ЗА ОБМІН ВАЛЮТ У ГРИВНЯХ ШЛЯХОМ СПИСАННЯ КОШТІВ З ПОТОЧНОГО РАХУНКУ В ГРИВНЯХ, ЗАЗНАЧЕНОГО У ЦЬОЇ ЗАЯВІ
WE AUTHORIZE THE BANK TO DEDUCT THE FOLLOWING FX COMMISSION IN UAH BY DEBITING FROM THE CURRENT ACCOUNT IN UAH STATED IN THE APPLICATION

ДОРУЧАЄМО БАНКУ 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 Account Number	Банк, в якому відкрито рахунок (найменування і код МФО) Bank (name and MFO code)
	АТ«ІНГ БАНК Україна» МФО 300539

У РАЗІ НЕОБХІДНОСТІ, ДОРУЧАЄМО БАНКУ 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.
IN CASE OF NECESSITY WE AUTHORIZE THE BANK TO BUY ANOTHER FOREIGN CURRENCY OF THE SAME CLASSIFICATION IN UICM WITH FURTHER SALE AGAINST CURRENCY STATED IN THE APPLICATION ON THE INTERNATIONAL INTERBANK MARKET

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 БАНКУ ЗДІЙСНИТИ ПРОДАЖ КУПЛЕНОЇ ІНОЗЕМНОЇ ВАЛЮТИ НА МВРУ У ВИПАДКУ, ЯКЩО КУПЛЕНА ІНОЗЕМНА ВАЛЮТА НЕ БУДЕ ВИКОРИСТАНА НАМИ НА ЦІЛІ, ЗАЗНАЧЕНІ У ЦЬОЇ ЗАЯВІ, ПРОТЯГОМ СТРОКУ ВСТАНОВЛЕНОГО ЗАКОНОДАВСТВОМ
SHOULD THE CURRENCY BOUGHT ON THE UICM BE NOT USED WITHIN THE TERM AS A LEGISLATIVELY ESTABLISHED, WE HEREBY AUTHORIZE THE BANK TO SELL THE FOREIGN CURRENCY ON THE INTERBANK CURRENCY MARKET.

Hereby we do not object against partial execution of the Application for Foreign Currency Purchase within the amount of UAH available on the analytical account 2900 on the purchase date during the period of validity of the NBU Regulation No.5 dated 02.01.2019.

Протягом строку дії Постанови НБУ №5 від 02.01.2019р. даним не заперечуємо проти виконання заявки про купівлю іноземної валюти частково в межах наявної гривні на рахунку 2900 на дату купівлі

М.П.
Stamp

Підписи клієнта
Customer Signatures

При даній операції застосовуються Загальні Умови надання банківських послуг
The Bank's General Terms and Conditions shall apply to the above transaction

Проведено банком
Executed

Annex 2

0408005

ING BANK

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

ЗАЯВА ПРО ПРОДАЖ ІНОЗЕМНОЇ ВАЛЮТИ № _____
APPLICATION FOR FOREIGN CURRENCY SALE

Дата подання заявки Date	Строк дії заявки Application is effective until	Одержано банком Received
<input type="text"/>	<input type="text"/>	
Найменування клієнта та його місцезнаходження Customer Name and Address		Тел. Tel.
<input type="text"/>		<input type="text"/>
Код валюти, що продається Sale currency code	Поточний рахунок для списання коштів (номер, назва банку, МФО) Current account to be debited (number, bank, MFO code)	
<input type="text"/>	№ <input type="text"/>	АТ «ІНГ БАНК Україна», МФО 300539
Код валюти що купується Purchase currency code	Поточний рахунок для зарахування коштів (номер, назва банку, код МФО) Current account to be credited (number, bank, MFO code)	
<input type="text"/>	№ <input type="text"/>	
Код валюти Currency Type	Сума продажу іноземної валюти (цифрами та прописом) Amount in foreign currency to be sold (in figures and words)	
<input type="text"/>	<input type="text"/>	

ДОРУЧАЄМО БАНКУ УКЛАСТИ ВІД НАШОГО ІМЕНІ І ЗА НАШ РАХУНОК УГОДУ НА ПРОДАЖ ІНОЗЕМНОЇ ВАЛЮТИ НА НАСТУПНИХ УМОВАХ:
WE AUTHORIZE THE BANK TO SELL FOREIGN CURRENCY IN OUR NAME AND FOR OUR OWN EXPENSE ACCORDING TO THE FOLLOWING CONDITIONS:

Курс продажу Sale rate	Курс уповноваженого банку Authorized bank rate	Еквівалент суми продажу іноземної валюти, в грн. (цифрами та прописом) Approximate UAH Equivalent Amount of Foreign Currency to be sold (in figures and letters)
<input type="text"/>	<input type="text"/>	<input type="text"/>

ВПОВНОВАЖУЄМО БАНК УТРИМУВАТИ КОМІСІЙНУ ВІНАГОРОДУ ЗА ОБМІН ВАЛЮТ У ГРИВНЯХ ШЛЯХОМ ВИРАХУВАННЯ ІЗ КОШТІВ В ГРИВНЯХ ОДЕРЖАНИХ ВІД ПРОДАЖУ ІНОЗЕМНОЇ ВАЛЮТИ
WE AUTHORIZE THE BANK TO DEDUCT THE FOLLOWING FX COMMISSION IN UAH BY DEDUCTING THE COMMISSION FROM UAH AMOUNT RECEIVED AFTER FOREIGN CURRENCY SALE

Банківська комісія FX Commission	Дата валютування (для угод укладених на умовах Forward) UAH value date for Forward
<input type="text"/>	<input type="text"/>

У РАЗІ НЕОБХІДНОСТІ, ЗА УМОВИ ВІДСУТНОСТІ ПОПИТУ НА ВАЛЮТУ ЗАЯВИ НА МВРУ, ДОРУЧАЄМО БАНКУ ЗДІЙСНИТИ ПОПЕРЕДНЮ КОНВЕРТАЦІЮ ВАЛЮТИ ЗАЯВИ В ДОЛАРИ США З ПОДАЛЬШИМ ПРОДАЖЕМ НА МВРУ
IN CASE OF ABSENCE OF OFFER FOR FOREIGN CURRENCY STATED IN THE APPLICATION ON THE UICM WE AUTHORIZE THE BANK TO EXCHANGE FOREIGN CURRENCY STATED IN THE APPLICATION FOR US DOLLARS WITH FURTHER SALE ON UICM

М.П.
Stamp

Підписи клієнта
Customer Signatures

Проведено банком
Executed

При даній операції застосовуються Загальні Умови надання банківських послуг
The Bank's General Terms and Conditions shall apply to the above transaction