CitiDirect®EB - Activation/Configuration - Citi Trade Portal – Export Letter of Credit [1]

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Forms an integral part of the agreement whereby the Bank provides the Client with access to a system of electronic data processing and transmission (the "Network") and it specifies, together with the aforementioned agreement, the method and the effects of submission of declarations of will, including those related to performance of banking operations in electronic form, along with the types of declarations of will and the authorized representatives.

1. Account Holder's Data

Account Holder's Name _____

Number of the Current Account _____

Address for correspondence _____

Contact person [2] _____

Telephone number _____ E-mail [3] _____

The Client hereby represents that the person/s (users) designated in Section 3 below are authorized to make, when dealing with Bank Handlowy w Warszawie S.A. (the "Bank") via the Network, any and all declarations concerning the Export Letters of Credits received by the Bank, including the declarations of will concerning establishment, amendment or dissolution of the legal relationship on the terms and conditions agreed each time by the User with the Bank, in particular:

- Agreements on transfer of receivables originating from an Export Letter of Credit or Agreements on execution of payments by the Bank to the Client against compliant presentation of the required documents ahead of the payment date specified in the terms and conditions of the Export Letter of Credit, to be made consistently with the Master agreement governing Export Documentary Letters of Credit signed in writing between the Bank and the Client;

- Agreements governing the Bank's commitment to negotiate documents under an Export Letter of Credit not confirmed by the Bank;

- Orders to send documents under the Export Letter of Credit, including the documents inconsistent with the terms of the Export Letter of Credit;

- udzielania Bankowi pełnomocnictwa do obciążania rachunków Klienta prowadzonych przez Bank wszelkimi opłatami, prowizjami Banku oraz innymi kosztami w tym kosztami banku otwierającego lub banków pośredniczących w przekazywaniu należności z tytułu realizacji Akredytywy eksportowej;

- dotyczących wskazania rachunku Klienta, na którym Bank powinien zaksięgować środki należne z tytułu realizacji Akredytywy eksportowej;

- Granting the Bank the power of attorney to debit the Client's accounts kept by the Bank with any and all fees and commissions of the Bank and with other costs, including the costs of the issuing bank or of the banks acting as intermediaries in transferring the receivables on account of enforcement of the Export Letter of Credit;

- Relative to designation of the Client's account to which the Bank is to credit the receivables due on account of enforcement of the Export Letter of Credit;

- Notify the Bank of execution of transfer of receivables originating from the Export Letter of Credit and to make declarations relative to the transfer of receivables originating from the Export Letter of Credit executed by the Client and to make declarations relative to the transfer of the Export Letter of Credit when the Export Letter of Credit is transferable within the meaning of the Uniform Customs and Practice for Documentary Credits;

- Ordering the Bank to transmit to the issuing bank, confirming bank or to the party applying for the Export Letter of Credit the Client's declarations relative to the Export Letter of Credit, e.g. relative to non-acceptance of the terms of the Export Letter of Credit or its amendment, request for return of the documents presented under the Export Letter of Credit or order to transmit those documents to the designated entity;

(the "Electronic Documents").

The Client's representation method shall be specified in Section 2 hereinbelow.

A detailed description of the terms of use of the Network, along with clarification of the authorization Scheme, as referred to in Section 2 hereinbelow, has been provided in the manual supplied by the Bank to the Client (the "User's Manual").

2. Authorization scheme:

No.	Product	By sending	1 – one level	2 – two levels
1	Export letter of credit[1]	☐	☐	☐

[1] An Export Letter of Credit shall mean an irrevocable documentary letter of credit issued by a domestic or foreign bank other than Bank Handlowy w Warszawie S.A. for the benefit of the Client and governed by the Uniform Customs and Practice for Documentary Credits;

_____

Signature(s) of authorized persons, in accordance with the Client's representation/power of attorney [6]

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The authorization scheme determines the method of the Client's representation and stands for:

1) one person representation – in case of selecting the "By sending" or "1 – one level" Authorization option with consideration to the fact that:

Authorization "By sending" means that the User is entitled to make statements on behalf of the Client (perform Authorization of the Forms) and is entitled to Create / Send the Forms.

Authorization "1 – one level" means that the User is entitled to make statements on behalf of the Client (perform Authorization of the Forms) with the following limitation: if a User who is entitled to Create / Send the Forms has created a particular Form, this User will not be able to perform the Authorization step for this Form.

2) two persons representation – in case of selecting the "2 - two levels" Authorization option.

Authorization "2 – two level" means that the User is entitled to make statements on behalf of the Client (perform Authorization step of the Forms) in cooperation with another User with same entitlements, with the following limitation: if a User who is entitled to Create / Send the Forms has created a particular Form, this User will not be able to perform the Authorization step for this Form.

With regard to the above, it is recommended for the Client to configure the authorization in such a way that actions must be performed by at least two Users.

3. User entitlements [4]:

	Full name	SafeWord Card Type [7]		Product [5]	Add entitlements	Remove entitlements	Remove User from the System	Create / Send	Authorization 1	Authorization 2	Reports
	Adres e-mail (required) / **Mobile phone number** (optional) ? *In case of creating new User and choosing "Hardware Token" please enter "New"	*Hardware token ?	Mobile app MobilePASS ?								
1	/		☐		○	○	○	☐	☐	☐	☐
2	/		☐		○	○	○	☐	☐	☐	☐
3	/		☐		○	○	○	☐	☐	☐	☐
4	/		☐		○	○	○	☐	☐	☐	☐
5	/		☐		○	○	○	☐	☐	☐	☐
6	/		☐		○	○	○	☐	☐	☐	☐
7	/		☐		○	○	○	☐	☐	☐	☐

4.Instructions

[1] The configuration form submitted by the party acting as the beneficiary of the letter of credit.

[2] Contact person who the Bank will contact, also via telephone, in case of doubts regarding the correctness of the completion of the hereby form. The Account holder grants the above-mentioned person the power of attorney to introduce essential changes necessary for its implementation, provided that the changes in question do not alter its content in a significant way.

[3] The main e-mail address for contact with the Bank in regard to the execution of the provisions of the agreements concluded with the Bank with the means of electronic banking.

[4] The individuals with assigned Authorization entitlements shall complete the "Personal data of persons making transactions / statements of will in the name of the Account Holder" and deliver it to the Bank. In case of the Authorization "By sending" the above-mentioned document must be completed by the Users entitled to Create / Send.

[5] Please specify the Product by entering the corresponding number of the line from Section 2 of the hereby Form. E.g. number "1" means the Export Letter of Credit.

[6] If the form has not been printed on both sides of the sheet of paper or is longer than two pages, the Client signs each page.

[7] SafeWord Card Type – version of the tool autentykacyjnego protected by a PIN code, generating one-time passwords used to log on to the electronic banking system CitiDirect and to generate the password required to complete the transaction authorization by clients with additional authorization transaction using one-time passwords service. User may have entitlements to log on using a hardware token and the MobilePASS application at the same time and use them interchangeably.

5. Cancellation of previous configuration:

☐	This request cancels any and all entitlements granted before to individuals specified and not specified in the request with respect to the products referred to in Section 2 hereinabove, managed through the Network.

Signature(s) of authorized persons, in accordance with the Client's representation/power of attorney [6]

6. Representations

1. The Client hereby represents that an Electronic Document authorized by the individuals specified in Section 3 hereinabove in the manner specified in Section 2 hereinabove and in the agreement whereby the Bank provides the Client with access to a system of electronic data processing and transmission constitutes a valid and effective declaration of will submitted to the Bank and evidence that the authorization has been made by a duly authorized representative of the Client.
2. The Client hereby acknowledges that it has been agreed by the Client and the Bank that:

a) Creating an Electronic Document shall require, in particular, completion of the form approved by the Bank and recorded in the Network, after the Client's authorized representative's logon to the Network, followed by authorization of the Electronic Document in accordance with Section II hereinabove and the agreement whereby the Bank provides the Client with access to a system of electronic data processing and transmission, once the aforementioned document has been blocked to prevent its modification.

b) Recording an Electronic Document shall require, in particular, saving the Electronic Document created in accordance with item a) hereinabove on a server used for storing data recorded and read in electronic form in a manner enabling verification of its integrity, allowing to verify the Electronic Document's authorization in accordance with Section II hereinabove and the agreement whereby the Bank provides the Client with access to a system of electronic data processing and transmission as well as the possibility to read all information contained in such Electronic Document until the expiry of the document storing period. The checksum, calculated by the server, shall be incorporated into the Electronic Document. The time of the user's operations, including, in particular, sending and authorization, shall automatically be assigned to such operations by the Network.

c) The Electronic Document shall be delivered through its publication in the Network by the Bank.

3. The Bank's submission of declarations of will:

a) In the event of signing of the Agreements on transfer of receivables originating from an Export Letter of Credit or Agreements on execution of payments by the Bank to the Client against compliant presentation of the required documents ahead of the payment date specified in the terms and conditions of the Export Letter of Credit made consistently with the Master agreement governing export documentary letters of credit signed in writing between the Bank and the Client - shall take place through award by the Bank in the Network of the "Accepted" status with regard to each of the requests filed by the Client consistently with the Master agreement governing export documentary letters of credit;

b) In the cases other than listed in letter a above in relation to the individual Electronic Documents submitted to the Bank by the Client - shall take place through the Bank's accession to execution of an act at law. In such cases, submission of a declaration of will by the Bank shall be confirmed promptly through award of the "Accepted" status in the Network by the Bank.

The meaning of the statuses assigned by the Bank in the Network has been specified in the User's Manual.

4. Unless otherwise agreed, the Bank's provision of the first information, message or declaration of will in electronic form to the Client shall be tantamount to its commencement of electronic service provision on such terms as set out herein.
5. In order to take advantage of the services provided (i) via the Network, the Client must possess an electronic device with a PC class functionality, a modem, an internet connection, and a printer, (ii) via electronic mail, the Client must possess an electronic device with a PC class functionality, an internet connection, electronic mail software and (if applicable) software supporting the format of the attachment, and (iii) via a mobile phone, the Client must possess a mobile phone with an active number, capable of receiving text messages (SMS).
6. Information concerning changes to the method and scope of electronic service provision as well as any other information, including that concerning specific threats related to the use of electronic services, as specified in Article 6 of the Act on Electronic Service Provision (Journal of Laws of 2002, No. 144, item 1204) or any other legislation which may amend or supersede the aforementioned act, shall be made available to the Client on the Bank's website.
7. The Client hereby represents that it understands and accepts any and all risks related to the fact that the electronic channel may not be a secure means of communication and despite the Bank's due diligence, the Client or the Bank's receipt of any messages containing information or declarations of will may be delayed. Additionally, the Client or the Bank's delivery of messages in electronic form entails a risk related to the action of third parties, including hackers and other similar individuals, who may distort the transmission, intercept the message or modify the content thereof, or attempt to mislead the Client or the Bank through delivery of messages with are not true to the facts. The Bank is hereby released by the Client from liability for any losses which may be suffered by the latter due to the Bank's delivery of declarations of will or information in electronic form, including, in particular, by electronic mail or in the form of short text messages (SMS), especially in the event that the Bank has not been notified of changes of the e-mail address or mobile phone number.
8. The Client hereby acknowledges that it has been informed that in extraordinary circumstances, where the security or stability of the Bank's information systems may be affected, the Bank reserves the right to suspend temporarily or limit provision of electronic services, including electronic communication, in particular by electronic mail or in the form of short text messages (SMS), without prior notice.
9. The Client shall:

a) promptly notify the Bank of its inability to access the Network, the electronic mail or the short text messages (SMS) on each occasion.

b) use appropriate safeguards protecting access to the Network made available by the Bank and to receive electronic mail or short text messages (SMS) sent by the Bank to such e-mail address(es) or mobile phone number(s), respectively, as may be specified by the Client.

c) ensure that individuals capable of using the Network and receiving electronic mail or short text messages (SMS) sent to such e-mail address(es) or mobile phone number(s), respectively, as may be specified by the Client, have been authorized to obtain such information.

d) comply with the requirement not to use the electronic mail or the Network as a means of providing illegal content or content which may result in disruptions in or overloading the Bank's information/electronic systems, through or to such systems.

e) ensure free space in the inbox or mobile phone, respectively, necessary to receive such messages as may be sent by the Bank in relation to the services.

10. The Client shall have the right to file complaints by e-mail, telephone, in writing or in person, at one of the Bank's branches. The Bank shall respond to such complaints as may be filed by the Client, promptly after their investigation, by telephone, through the information systems, systems of electronic data processing and transmission, or in writing, delivering the response to the latest address for service provided by the Client to the Bank.
11. The Bank and the Client may resign from further provision or use of electronic services in whole or in part at any time, by submitting an appropriate representation to the other party. The resignation referred to in the preceding sentence shall be tantamount to termination of the electronic service agreement to such extent as specified in the aforementioned representation, with the relevant notice period specified in the agreement whereby the Bank provides the Client with access to the Network.
12. The Bank is hereby authorized by the Client to provide the individuals specified in Section III hereinabove with information concerning the product referred to in Section 2 hereinabove, including, but not limited to, information protected by banking secrecy (the "Information") through the Network and by electronic mail or via a short text message (SMS) sent to such e-mail address(es) or mobile phone number(s), respectively, as may be specified by the Client, including, in particular, those provided in Section 2 hereinabove. Should the Information be provided by electronic mail, such Information shall be sent by the Bank in a format agreed by the Client and the Bank. Therefore, the Client shall ensure its access to the required e-mail attachment supporting software at its own cost.
13. The Client hereby represents that the individuals specified in Section 3 hereinabove have been authorized to access reports concerning the product referred to in Section 2 hereinabove.
14. The Client hereby represents that is has familiarized itself with the User's Manual available on the website of the Bank: www.citidirecteb.pl and www.citidirect.pl in the Manuals section, accepted its content and that it shall ensure that the provisions set forth in the User's Manual are presented to the Users. Any changes to the User's Manual shall be published by the Bank on the aforementioned website of the Bank, of which the Client shall be notified by the Bank posting a message in the Network or sending it to the e-mail address specified in Section I hereinabove or to the following e-mail address:

Account Holder's Signature(s) [6]

Date, stamp

Sinature(s) of authorized persons, in accordance with the Account Holer's representation / power of attorney [6]

The completed form should be sent at the following address: Strefa Dokumentacji Klienta, ul. Senatorska 16, 00-923 Warszawa