

Activation/Configuration

- Citi Trade Portal - Trade Services¹



CLEAR THE REQUEST FORM

This request form is an integral part of the agreement under which the Bank provides the Client with an electronic data processing and transmission system (the "Network") and - by that agreement - the Bank defines the method and the effects of submission of declarations of intent, including those related to the execution of banking operations in electronic form, along with the types of declarations of intent and the authorized representatives.

1. ACCOUNT HOLDER'S DATA

Account Holder's Name:

Account Number:

Street:

Number:

Postal code:

City/Town:

Voivodeship:

Country:

Contact person:²

Email address:³

Telephone number:

The Client hereby declares that the person/persons (users) specified in Section 3 below are authorized to submit, to Bank Handlowy w Warszawie S.A. (the "Bank"), through the Network, any and all declarations of intent and knowledge relating to the provision or use of the product referred to in Section 2 below, including, in particular, the establishment, modification or termination of the legal relationship, connected with the instruction for the Bank to provide the product or with the use of the product, as well as to submit any and all declarations of intent and knowledge aimed at securing the repayment of the product granted by the Bank, including, in particular, granting the Bank a power of attorney to debit the Client's bank accounts in connection with the granted product referred to in Section 2 below, establishing a cash collateral deposit within the meaning of Article 102 of the Banking Act of 29 August 1997, and establishing financial collateral within the meaning of the Act of 2 April 2004 on Certain Financial Collateral Arrangements (the "Electronic Documents"). The Client's representation rules are specified in Section 2 below.

A detailed description of the terms of use of the Network, along with clarification of the Authorization Scheme referred to in Section 2 below, is provided in the user manual provided by the Bank to the Client (the "User Manual").

2. AUTHORIZATION SCHEME

	Product	By sending	1 - one level	2 - two levels
1.	Letter of credit	☐	☐	☐
2.	Guarantee	☐	☐	☐

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A letter of credit constitutes the Bank's obligation to the beneficiary, assumed in accordance with the instruction (product request), as well as the Terms and Conditions or the concluded framework agreement, to pay a specified amount against documents compliant with the terms and conditions of the relevant documentary letter of credit or standby letter of credit.

A guarantee constitutes the Bank's obligation, assumed in accordance with the instruction (product request), as well as the Terms and Conditions or the concluded framework agreement, to pay a specified amount upon a request submitted by the beneficiary in the required manner and together with other documents (if they are required under the terms and conditions of the guarantee).

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, subject to the following:

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

Authorization "1 - one level" means that the User is entitled to make statements individually on behalf of the Client (perform Request Authorization), provided that if a User who is entitled to Create / Send Request Forms has created a particular Request Form in the Network, this User may not perform its Authorization.

- 2) two-person representation – in case of selecting the "2 - two levels" authorization option.

Authorization "2 - two levels" means that the User is entitled to make statements on behalf of the Client (perform Authorization) jointly with another person having the same entitlements, provided that if any User who is entitled to Create / Send Request Forms has created a particular Request Form in the Network, this User may not perform its Authorization.

In view of the above, it is recommended that the Client configure authorization in such a way that at least two Users are required to act jointly.

3. USER ENTITLEMENTS⁴:

	Full name	Login method		Products	Add entitlements	Remove entitlements	Remove User	Create / Send	Authorization 1	Authorization 2	Reports
	Email address (required)/Mobile phone number (optional) *In case of creating a new User and choosing "SafeWord Card" please enter "New"	*SafeWord Card?	Mobile Token								
1.		☐	☐		☐	☐	☐	☐	☐	☐	☐
2.		☐	☐		☐	☐	☐	☐	☐	☐	☐
3.		☐	☐		☐	☐	☐	☐	☐	☐	☐
4.		☐	☐		☐	☐	☐	☐	☐	☐	☐
5.		☐	☐		☐	☐	☐	☐	☐	☐	☐
6.		☐	☐		☐	☐	☐	☐	☐	☐	☐

4. NOTES::

1. A request form submitted by a party requesting the opening of a letter of credit or the issuance of a guarantee.
2. A person the Bank will contact in case of doubts regarding the correctness of this request form. The Client authorizes that person to clarify any doubts of the Bank during the processing of the request form.
3. The main email address for contact with the Bank in regard to the performance of the provisions of the agreements concluded with the Bank via electronic banking
4. Persons entitled to make authorization are required to complete the request - "Details of persons authorized to submit payment instructions / declarations of intent on behalf of the Account Holder/Client." In case of the "By sending" authorization, the above-mentioned document must be completed by Users authorized to Create / Send.
5. Please indicate the Product by entering its number of using the designations used in Section 2 of the Request Form, e.g. "1" means a letter of credit.
6. If the Request Form has not been printed double-sided or is longer than two pages, the Client must sign each page of the Request Form.
7. SafeWord card type – a version of the PIN-protected authentication tool generating one-time passwords used to log in to the CitiDirect electronic banking system and to generate the password required to complete the transaction authorization by Clients with enabled additional transaction authorization using one-time passwords. User may have entitlements to log on using a hardware token and the Mobile Token at the same time and use them interchangeably.

5. REPRESENTATIONS

1. The Client declares that an Electronic Document authorized by the persons indicated in Section 3 above, in the manner specified in Section 2 above and in the agreement under which the Bank provides the Client with an electronic data processing and transmission system constitutes a valid and effectively submitted declaration of intent towards the Bank and at the same time serves as evidence that the authorization was performed by a person duly authorized by the Client.
2. The Client hereby confirms that the Client and the Bank have agreed that:
 - a) Creating an Electronic Document consists, in particular, of completing the form approved by the Bank and recorded in the Network, after logging into the Network by a person authorized by the Client, followed by authorization of the Electronic Document in accordance with Section 2 above and the agreement under which the Bank provides the Client with an electronic data processing and transmission system, once the document has been blocked to prevent its modification.
 - b) Recording an Electronic Document consists, in particular, of saving the Electronic Document created in accordance with item a) above on a server used for storing data recorded and read in electronic form in a manner ensuring verification of its integrity, the ability to verify the authorization of the Electronic Document in accordance with Section 2 above and the agreement under which the Bank provides the Client with an electronic data processing and transmission system as well as the possibility to read all information contained in such Electronic Document until the expiry of its retention period. The server calculates the control sum (checksum) and attaches it to the Electronic Document. User actions, in particular sending and authorization, are automatically time-stamped by the Network.
 - c) The Bank provides the Electronic Document by making it available in the Network.
3. Declarations of intent are submitted by the Bank:
 - a) in the case of granting the product referred to in Section 2 above or modifying a granted product – through the issuance/amendment of a guarantee or the opening/amendment of a letter of credit. Upon granting the product referred to in Section 2 above or modifying a granted product, a contractual relationship between the Bank and the Client is established or modified;
 - b) in cases other than granting the product referred to in Section 2 above or modifying a granted product – by the Bank proceeding to execute the legal transaction covered by the declaration of intent submitted by the Client;
 - c) confirmation of the Bank's declaration of intent will be made immediately through the assignment of an appropriate status in the Network. The meaning of statuses assigned by the Bank in the Network is defined in the User Manual.
4. Unless otherwise agreed, the Bank's provision of the first information, message or declaration of intent to the Client by electronic means will be tantamount to the commencement of provision of services by electronic means on the terms described in this request form.
5. In order to use services provided through: (i) the Network, the Client is required to have an electronic device with a PC class functionality, a modem, an Internet connection, and a printer; (ii) electronic mail, the Client is required to have an electronic device with a PC class functionality, an Internet connection, an electronic mail application, and (if applicable) software supporting the format of attachments, and for services provided through (iii) a mobile phone, the Client is required to have a mobile phone with an active number enabling receipt of text message (SMS).
6. Information regarding changes to the method and scope of providing electronic services, as well as any other information, including information regarding 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 amending or superseding it will be made available to the Client on the Bank's website.

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7. The Client declares that it understands and accepts any and all risks related to the fact that electronic communication may not be a secure means of communication and that despite the Bank exercising due diligence, any messages containing information or declarations of intent may be received by the Client or the Bank with delay. Furthermore, if the Client or the Bank sends a message by electronic means, there is also a risk connected with activity of third parties, including hackers and other similar persons, who may disrupt the transmission, intercept the message or modify it or attempt to mislead the Client or the Bank by sending it messages that do not correspond to the actual status.
8. The Client confirms that it has been informed that in special circumstances that affect the security or stability of Bank's IT systems, the Bank reserves the right to temporarily suspend or restrict the provision of services by electronic means, including communication by electronic means, in particular via email or text messages (SMS), without prior notice.
9. The Client undertakes to:
 - a) promptly notify the Bank of any inability to use the Network, electronic mail or text messages (SMS);
 - b) apply adequate safeguards for access to the Network provided by the Bank and for receipt of email or text messages (SMS) sent by the Bank to the address(es) or phone number(s), as appropriate, indicated by the Client;
 - c) ensure that persons having access to the Network and the ability to receive email or text messages (SMS) sent to the address(es) or phone number(s), as appropriate, indicated by the Client are authorized to receive such information;
 - d) comply with the prohibition of using electronic mail and the Network as a means of delivering to or from the Bank's IT/electronic systems any content that is unlawful or that causes disruption or overload of the Bank's IT/electronic systems;
 - e) ensure free space in the email box or on the mobile phone, as appropriate, necessary to receive messages sent by the Bank as part of the services provided.
10. Klient ma prawo do złożenia reklamacji drogą elektroniczną, telefonicznie, pisemnie lub osobiście w oddziale Banku. Bank udzieli odpowiedzi na złożone reklamacje niezwłocznie po wyjaśnieniu okoliczności sprawy telefonicznie, przy użyciu systemów teleinformatycznych, systemów elektronicznego przetwarzania i transmisji danych albo w formie pisemnej, przysyłając odpowiedź na ostatni podany przez Klienta adres do korespondencji.
11. Bank i Klient mogą w każdej chwili zrezygnować z dalszego świadczenia lub korzystania z usług drogą elektroniczną w pełnym zakresie lub w części poprzez złożenie drugiej stronie stosownego oświadczenia. Rezygnacja, o której mowa w zdaniu poprzedzającym, jest równoznaczną z rozwiązaniem umowy o świadczenie usług drogą elektroniczną w zakresie wskazanym w tym oświadczeniu z zachowaniem okresu wypowiedzenia właściwego i określonego w umowie na podstawie, której Bank udostępnia Klientowi Sieć.
12. The Client has the right to file complaints electronically, by telephone, in writing or in person at one of the Bank's branches. The Bank shall respond to submitted complaints promptly after their investigation, by telephone, through information and communication systems or electronic data processing and transmission systems, or in writing by sending a response to the latest correspondence address provided by the Client.
13. The Bank and the Client may at any time resign from the continued provision or use of services by electronic means in full or in part, by submitting an appropriate statement to the other party. The resignation referred to in the preceding sentence will be tantamount to termination of the agreement for the provision of services by electronic means to the extent specified in such statement, subject to the applicable notice period specified in the agreement under which the Bank provides the Client with access to the Network.
14. The Client hereby authorizes the Bank to provide the persons specified in Section 3 above with information regarding the product referred to in Section 2 above, including information protected by banking secrecy (the "Information"), through the Network and by electronic mail or a short text message (SMS) sent to the email address(es) or mobile phone number(s), respectively, indicated by the Client, including, in particular, in Section 3 above. Where the Information is sent via email, the Information will be sent by the Bank in a format agreed between the Bank and the Client and, accordingly, the Client undertakes to provide, at its own expense, appropriate software enabling the handling of the format of attachments to email messages.
15. The Client hereby declares that the persons specified in Section 3 above are authorized to access reports concerning the product referred to in Section 2 above.
16. The Client hereby declares that it has read the User Manual available on the Bank's website: www.citidirecteb.pl and www.citidirect.pl in the Manuals section, accepts its content, and undertakes to ensure that Users know the provisions of the User Manual. Any changes to the User Manual will be published by the Bank on the above-mentioned website of the Bank, and notified by the Bank to the Client by messages posted in the Network or sent to the email address specified in point 1 above.

Date, stamp

Signature(s) of authorized representative(s) in accordance with the representation rules/power of attorney of the Account Holder (handwritten or qualified electronic signature)

A handwritten or qualified electronic signature is not required if the document is submitted to the Bank electronically via eWnioski (electronic request forms).

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