
Cross-Border Payments
Terms and Conditions for Banks
Bank Handlowy w Warszawie S.A.
SWIFT code CITIPLPX

These Terms and Conditions of Cross-Border Payments for Banks (hereinafter referred to as "the Terms and Conditions") are applicable to the rules of making cross-border payments in foreign currencies to foreign or domestic banks or in zlotys to foreign banks by Bank Handlowy w Warszawie S.A. (hereinafter referred to as "Bank Handlowy").

Cross-border payments shall mean the following types of orders:

Outgoing payment order: an instruction to transfer money to the beneficiary (payment recipient) sent to another (foreign or domestic) bank.

Incoming payment order: payment instruction received by Bank Handlowy from another (foreign or domestic) bank, specifying the account of a Customer of Bank Handlowy. The incoming payment order is executed solely in the form of crediting the beneficiary's account.

1. Date of execution of an outgoing payment order

Bank Handlowy would like to inform you that the standard date of execution of the outgoing payment order is **2 business days**, i.e. Bank Handlowy credits the account of the beneficiary's bank on the second business day following the day when the remitter's account is debited.*

- for customers of Bank Handlowy (all currencies)	the same day
- for customers of other banks (payments in PLN)	+1 day*
- for customers of other banks (payments in other currencies)	+2 days**

*For the Customers with whom Bank Handlowy individually agrees other dates of execution of payment orders, other dates of settlement of outgoing payment orders may be in force. In the case of execution of outgoing payment orders whose date of crediting the account of the beneficiary's bank or correspondent bank is a holiday, the beneficiary's bank account will be credited on the next business day after the holiday.

**We make payments for customers of other banks if they are made to the benefit of other financial institutions in Poland.

2. Method of calculating and collecting commissions and fees

Incoming payment orders

1. cost charging instruction – OUR (costs are borne by the remitter's bank) * :
 - 30 USD
 - 25 EUR

2. cost charging instruction – BEN/SHA (costs are borne by the bank's Customer **PLN 16.00****)

*The amount of OUR fees may be reduced if the parties have signed a separate agreement. Irrespectively of the amount, the fee is payable in the original currency stated in the order form. In the case of fees for payments for beneficiaries of another bank and in the case of demanding OUR costs by the beneficiary's bank, Bank Handlowy requests the remitter's bank to pay additionally telecommunication costs amounting to PLN 34.40.

**The amount of BEN/SHA fees may be reduced if a separate agreement has been signed with the final beneficiary.

Fees for error corrections

- orders subject to EU Regulation 2560/2001 **EUR 10.00*****
- other payment orders requiring error correction (non-STP payments) **EUR 10.00*****

The fee for error correction is charged to the remitter's bank irrespectively of the instructions concerning other fees, and the remitter's bank will be requested to pay these fees in addition to other, normal fees, monthly via MT191. The detailed information is always available at Poland.mt103repair@Citigroup.com

***If no bilateral agreement on a different amount exists.

Handling of corrections of details, annulments, payment reimbursements and rejected payments

Correction/ annulment of an order, rejection/ return through:

- modification of a payment yet not made **EUR 25.00**
- modification of a payment already made **EUR 50.00**

plus potential fees charged by third party banks.

Complaints/enquiries

- within 3 months of recording date **EUR 25.00**
 - within 12 months of recording date **EUR 50.00**

- within more than 12 months of recording date **EUR 75.00**

plus potential fees charged by third parties

Value date corrections

- recording in EUR with the value date earlier than the recording date

EONIA +0.25

- "use of funds" in EUR **-EONIA – 0.25**

plus **EUR 100.00** of handling fee

- recording in another currency with the value date earlier
 than the recording date **- current interest rate**
 - "use of funds" in another currency **- current interest rate**

plus EUR 100.00 of handling fee

3. Settlement procedure

- if an instruction consistent with the S.W.I.F.T. rules indicating the clearing system for the execution of payment has not been indicated, the system which is the most appropriate from the point of view of Bank Handlowy shall be selected;
- Bank Handlowy reserves the right to debit the remitter's bank with the fees for error correction in the case of inconsistency with the STP (Straight Through Processing) rules published by S.W.I.F.T. or agreed bilaterally;
- if the currency of the beneficiary's account, specified in the payment order, differs from the payment currency specified in the incoming payment order, the payment amount shall be translated into the currency of the account credited on the basis of the foreign exchange rate in force in Bank Handlowy at order execution;
- the foreign exchange rate in force in Bank Handlowy on the given day shall be used with respect to an outgoing payment order;
- execution of an outgoing payment order means crediting the beneficiary's bank account on the agreed date;
- a delay in transfer means a failure to credit the beneficiary's bank account to the date of submittal of the request referred to in Article 63g (4) of the Banking Law;
- the number of days necessary for crediting the beneficiary's account with the cross-border transfer amount depends on individual arrangements between the beneficiary and the beneficiary's bank;

Cut-off time for payment orders:

- | | |
|-------------------------------|--------------------------------|
| - incoming to Bank Handlowy * | - 15.30 CET (GBP, EUR, USD) |
| | - 13.30 CET (other currencies) |

*On the day which is the value date, only those payment orders will be processed the coverage for which is available before the end-of-day time.

4. Disclaimers

Bank Handlowy shall not be responsible for any delay in money transfer, failure to execute or improper execution of the money transfer resulting from the causes on the beneficiary's or remitter's side.

Cross-border payments are subject to control in line with the foreign exchange regulations and anti-money laundering regulations.

The definitions of the terms used in these Terms and Conditions apply in particular to the names and definitions concerning cross-border transfers, used in Article 63g of the Banking Law and in the Regulation of the Minister of Finance of 21 August 2003.

Legal note

Bank Handlowy may amend these Terms and Conditions at any time, in line with its policy, without earlier notification or by promulgating by Bank Handlowy such an amendment in the manner considered appropriate by Bank Handlowy. The amendments enter into effect and are binding for the customers starting from the date of their promulgation.

Bank Handlowy may charge commission under separate agreements in the case of services not listed here or with unusual procedures or risks.
