

CONFIGURATION REQUEST

CitiDirect/CitiDirect EB – Activation/Configuration – Citi Trade Portal – Trade Services ¹

The request concerns (please select only one option): CitiDirect CitiDirect EB

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.

I. Client's details

Client's name _____

Account No.

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Address for correspondence _____

Contact person ² _____

Telephone number _____ E-mail address ³ _____

The Client hereby represents that the person/persons (users) specified in Section III hereinbelow are authorized to submit, to Bank Handlowy w Warszawie S.A. (the "Bank") through the Network, any and all declarations of will in respect of provision or use of the product referred to in Section II hereinbelow, including the establishment, modification or termination of the legal relationship as well as those submitted in connection with requests for the Bank's provision of the product or its use, along with filing declarations of submission to enforcement, including those filed under framework agreements made with the Bank and setting out the terms and conditions of the Bank's provision of the product referred to in Section II hereinbelow as well as authorizing the Bank to debit the Client's accounts in relation to provision of the product referred to in Section II hereinbelow and making deposits within the meaning of Article 102 of the Banking Act dated 29 August 1997 in the event of default, as defined in the Terms and Conditions for Issuing Bank Guarantees and Opening Letters of Credit (the "Terms and Conditions") or the framework agreement setting out the terms and conditions of the Bank's provision of the product referred to in Section II hereinbelow (the "Electronic Documents"). The Client's representation method shall be specified in Section II hereinbelow. A detailed description of the terms of use of the Network, along with clarification of the authorization Scheme, as referred to in Section II hereinbelow, has been provided in the manual supplied by the Bank to the Client (the "User's Manual").

II. Authorization scheme

No.	Product	By sending	1 – one level	2 – two levels
1	Letter of credit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Guarantee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A letter of credit shall be the Bank's obligation to the beneficiary, assumed in accordance with the order (product request) as well as the Terms and Conditions or the framework agreement concluded, to pay a specified amount in return for documents compliant with the terms of a documentary and standby letter of credit.

A guarantee shall be the Bank's obligation, assumed in accordance with the order (product request) as well as the Terms and Conditions or the framework agreement concluded, to pay a specified amount based on a request submitted by the beneficiary in the required manner, along with other documents (if required under the terms 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 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.



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

The form should be sent at the following address:
Zespół Obsługi Dokumentacji Rachunków Korporacyjnych
ul. Golezowska 6, Bud. I p. 5
01-260 Warszawa

III. User entitlements ⁴

Full name		SafeWord Card No.	Product ⁵	Add entitlements	Remove entitlements	Remove User from the system	Create / Send	Authorization 1	Authorization 2	Reports
E-mail address										
1				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ The form submitted by the party requesting to open the letter of credit or to warrant a guarantee.

² The individual to be contacted by the Bank in case of doubts regarding the correctness of completion of the above form. The client authorizes the aforementioned individual to clarify the Bank's doubts, which may arise during the processing of the hereby request.

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 II of the hereby Form. E.g. number "1" means the 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.

<input type="checkbox"/>	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 II hereinabove, managed through the Network.
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VI. Representations

1. The Client hereby represents that an Electronic Document authorized by the individuals specified in Section III hereinabove in the manner specified in Section II 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) should the product referred to in Section II hereinabove be provided or a product provided modified, shall be carried out through issuing/modifying the guarantee or opening/modifying the letter of credit. Upon provision of the product referred to in Section II hereinabove or modification of a product provided, the contractual relationship between the Bank and the Client shall be established or modified.
 - b) in cases other than provision of the product referred to in Section II hereinabove or modification of a product provided, shall be carried out by the Bank proceeding to conclude the legal transaction covered by the declaration of will submitted by the Client.
 - c) the Bank shall confirm its submission of a declaration of will promptly, by assigning an appropriate status in the Network. The meaning of the statuses assigned by the Bank in the Network has been specified in the User's Manual.



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

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 use services provided through: (i) the Network, the Client shall have an electronic device with a PC class functionality, a modem, access to the Internet and a printer; (ii) electronic mail, the Client shall have an electronic device with a PC class functionality, access to the Internet, electronic mail software and (if applicable) attachment supporting software, whereas for services delivered through (iii) a mobile phone, the Client shall have a mobile phone with an active number, enabling short text message (SMS) receipt.
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's 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 which 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 and 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 II 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 II hereinabove. Should the Information be provided by electronic mail, such Information shall be sent by the Bank in a format agreed on 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 III hereinabove have been authorized to access reports concerning the product referred to in Section II hereinabove.
14. The Client hereby represents that it has read the User's Manual available on the Bank's website: 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 have been 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.

Client's signature ⁶



Date and stamp

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

The form should be sent at the following address:
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ul. Golezowska 6, Bud. I p. 5
01-260 Warszawa