

TERMS AND CONDITIONS OF PAYMENT ORDER IN FOREIGN EXCHANGE TRANSACTIONS AT PKO BP SA BANK



Bank Polski

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SECTION 1 General provisions

I. General rules for payment execution in foreign exchange transactions

§ 1.

"Terms of the payment order in foreign exchange transactions at *PKO Bank Polski SA*", hereinafter "Regulations", defines the principles and mode of payment execution in foreign exchange transactions by the *Powszechna Kasa Oszczędności Bank Polski* Joint Stock Company, hereinafter called "the Bank".

§ 2.

The payment order realization may be limited by separate agreements between banks, international agreements or other legal restrictions, including those arising from international law and the rules applicable for international trade.

§ 3.

The terms and definitions used in these Regulations shall apply to:

- 1) **beneficiary's bank** - a foreign or domestic bank, credit institution, financial institution or payment service provider, which settles the amount of the payment order with the beneficiary.
- 2) **Bank's correspondent bank** - a foreign or domestic bank or a credit institution which manages a bank account for the Bank, or which manages a bank account for the Bank, through which an interbank settlement takes place. Interbank settlement is a transfer of funds for the payment order in favour of the recipient bank of the payment order.
- 3) **recipient bank** - a foreign or domestic bank, credit institution, financial institution or payment service provider, which receives the payment order from another foreign bank or credit institution, financial institution or payment service provider for its further implementation.
- 4) **intermediary bank** - a foreign or domestic bank, credit institution, financial institution or payment service provider being an intermediary in the transmission of the payment order instruction and means between the recipient bank of the payment order and the beneficiary's bank.
- 5) **sending bank** - a foreign or domestic bank, credit institution, financial institution or payment service provider, which sends the payment order from another foreign or domestic bank or credit institution, financial institution or payment service provider.
- 6) **principal's bank** - a foreign or domestic bank, credit institution, financial institution or payment service provider, where the payment order request is submitted.
- 7) **beneficiary** - natural person, legal and organizational unit without legal personality, provided it has legal capacity, which is a recipient of funds which are the subject of the payment.
- 8) **value date for the bank** - the date on which the amount transferred with the payment order is placed at the disposal of the bank receiving the payment order, which is the interbank settlement date, that is the funds transfer to the recipient bank of the payment order date,
- 9) **value date for the Customer:**
 - a) the date on which the beneficiary's account is credited with the payment order amount, or a payment is made on behalf of the Beneficiary, or
 - b) the date on which the Principal's account is charged with the amount of the payment order, or on which the Principal makes a payment in the amount of the payment order,
- 10) **business day** - the day on which respectively the Principal's bank or the Beneficiary's bank, participating in the payment order execution operates to execute the required payment,
- 11) **EEA** - European Economic Area including the countries listed in the list of countries available on the Bank's website www.pkobp.pl,

- 12) **financial institution** - a financial institution within the banking law, which is intermediary in the transfer of cash into the country, with which the Bank has a payment orders execution agreement, on behalf of its customers,
- 13) **BEN payment instruction** - payment instruction specified in the payment order, determining, that the fees and charges of all banks participating in the execution of the payment covered by the beneficiary, usually by a deduction from the amount transferred by the Principal.
- 14) **OUR payment instruction** - payment instruction specified in the payment order, determining that the Principal agrees to pay all fees and bank charges applicable for the payment order execution, including the costs of the intermediary banks involved in the payment order execution,
- 15) **SHA payment instruction** - payment instruction specified in the payment order, determining that the fees and charges payable to the sender bank shall be incurred by the Principal, and the beneficiary's bank costs and costs of the intermediate banks involved in the execution of the payment shall be incurred by the Beneficiary,
- 16) **Customer** - resident or non-resident within the meaning of the Foreign Exchange Act, using the services provided by the Bank in implementing payment orders in foreign currency,
- 17) **BIC code** - a code that identifies a bank, which is a SWIFT member, accepted by SWIFT and published in the editions of the SWIFT codes for all the SWIFT system participants; Bank's BIC code is: **BPKOPLPW**,
- 18) **PKO BP SA announcement** - an additional information for customers, in particular, presented in branches and published at the Bank's website - www.pkobp.pl,
- 19) **National ID** - bank route number of a foreign or domestic bank, credit institution, financial institution or payment service provider, which allows its identification,
- 20) **NON-STP fee** - a surcharge of the Principal in accordance to the Tariff in case of data absence, enabling an automatic execution of the payment order,
- 21) **overnight** - day of payment order amount placing at the disposal of the recipient bank of the payment order, being the day of payment order request receipt,
- 22) **LVP (Low Value Payment) payment order** - payment order received in Polish currency of an insignificant amount, containing a correct bank account number of the Beneficiary of the IBAN or NRB structure and realization of which is subject to certain conditions agreed in the contract between the Bank and the Bank's correspondent bank,
- 23) **payment order received in the foreign exchange transactions** - request of the payment order amount transmission to the designated bank account or payment on behalf of the indicated Beneficiary received from a foreign or domestic bank, credit institution, financial institution or payment service provider; such a payment order is not a transfer order - which is regulated in a separate Rules of settlements in the domestic service of the Bank - including payments received from another domestic banks in PLN,
- 24) **payment order sent in the foreign exchange transactions** - request of the payment order amount transmission to the designated bank account or payment on behalf of the indicated Beneficiary sent to foreign or domestic bank, credit institution, financial institution or payment service provider; such a payment order is not a transfer order - which is regulated in a separate Rules of settlements in the domestic service of the Bank - including payments sent to another domestic bank in PLN,
- 25) **SEPA - Single Euro Payments Area** including the UE countries (and their dependent territories) as well as other countries presented at the Bank's website www.pkobp.pl, whose members carry out pan-European payment instruments, including SEPA payment order on uniform principles,
- 26) **spot** - day of payment order amount placing at the disposal of the recipient bank of the payment order, being the second business day after payment order request receipt,
- 27) **SWIFT** - international telecommunications system (called "Society for Worldwide Interbank Financial Telecommunication"), through which the Bank sends and receives - particularly payment orders,
- 28) **Tariff** - tariff of fees and bank charges for bank Customers in the retail market,
- 29) **tomnext** - day of payment order amount placing at the disposal of the recipient bank of the payment order, being the next business day after payment order request receipt,
- 30) **negotiated transaction** - negotiated transaction of foreign exchange of convertible currencies, whose realization is

governed by separate regulations concerning the conclusion of this transaction, by which an individual exchange rate is being set for purchase or sale of a currency convertible for the Polish currency, or any other convertible currency, hereinafter referred to as "negotiated rate",

- 31) **unique ID** - a combination of letters, numbers or symbols determined by the bank, which Customer shall deliver to clearly identify the beneficiary of the payment or his account; the account number in the IBAN or NRB structure is used as an unique ID of the Bank Customers,
- 32) **Principal** - natural person, legal and organizational unit without legal personality, provided it has legal capacity, which requests the payment order execution on its behalf,
- 33) **request** - request of sent payment order execution, constituting the Principal disposition under which the Bank executes the sent payment order.

§ 4.

1. On the basis of the payment order, in accordance to the data delivered by the Principal, the bank shall execute the payment order and sends it to the beneficiary's bank, using:
 - 1) settlement systems, or
 - 2) SWIFT system (directly or through the Bank's correspondent bank or other intermediary bank).
2. Payment order received through settlement systems, SWIFT system or in another way, settled between the parties, is executed by the Bank in favour of the designated Beneficiary.

§ 5.

1. The currency of the payment order is one of the convertible currencies published in the PKO BP SA announcement, for which the Bank has a correspondent bank and PLN in foreign exchange, subject to paragraph 2.
2. If the payment order currency set by the Customer is PLN, and the beneficiary's bank does not provide settlements in PLN, Bank refuses to execute the request.

§ 6.

1. The payment order is settled with the Customer in the form of cash or a bank deposit, subject to paragraph 2.
2. Only a payment order requested by or in favour of a Customer being a consumer within the meaning of the Civil Code may be settled in cash.

§ 7.

1. If the settlement is executed in a currency other than the currency of the executed payment order, exchange rates published in the PKO BP SA exchange rate table shall be used for its settlement with the Customer, subject to paragraphs 2 and 3.
2. Bank exchange rates may change during the business day and shall be announced in the current exchange rates table of PKO BP SA, available at branches of the Bank and at the Bank's website: www.pkobp.pl.
3. If a negotiated transaction has been concluded for the payment order, a negotiated exchange rate shall be applicable for the payment order amount settlement.
4. Execution of a negotiated transaction shall take place on the basis of an agreement, concluded between the Bank and the Principal or the Beneficiary (being holders of an account within the Bank), on execution of a negotiated transaction and in accordance to separate regulations, concerning conclusion and execution of these agreements.

§ 8.

1. In case referred to in § 7. 1, the Bank shall:
 - 1) for a non-cash settlement - accordingly buying rate or seller's rate of foreign exchange,
 - 2) for a cash settlement - accordingly buying rate or seller's rate of foreign exchange of currency,
2. For the settlement of the fees, Bank shall use the average exchange rate table published by PKO BP SA.
3. For the settlement of the fees of other banks participating in the payment order execution in foreign currency, the Bank shall apply the exchange rates consistent with paragraph 1.
4. If the payment order is a pension, an average NBP exchange rate of the last business day preceding the day of revenue generation shall be used for the taxable profit, an advance on income tax from individuals and health insurance premium calculations.

§ 9.

To account for cancellations and refunds, the rates published in PKO BP SA table of foreign exchange rates shall be used in accordance

with § 8. 1., obligatory on the day of their settlement with the Customer, subject to situations, when they occur for reasons attributable to the Bank. In such a case, the foreign exchange rates used shall be the same as for the original settlement.

§ 10.

Information on the completed payment orders are delivered to Customers at least once a month in the form agreed with the Bank, pursuant to the account agreement or other separate agreement.

II. Bank's responsibility

§ 11.

1. The Bank is responsible for the payment order execution, which was submitted to the Bank, or which execution takes place on the basis of a payment order submitted by the Principal, subject to paragraph 2-5.
2. In the event of circumstances specified in § 2, the Bank may refuse to process the payment order.
3. In the event of circumstances specified in § 5 point 2, the Bank shall refuse to process the payment order.
4. The Bank reserves the right to refuse to execute a payment order countries or entities covered by national or international sanctions or embargoes, in particular those laid down by the European Union, United States of America or the United Nations. In such a case, the Bank will make every effort to immediately notify the Customer of such refusal.
5. In case of providing false information by the Principal, the responsibility lies with the Principal.

§ 12.

1. The Bank is responsible for the execution of the payment order in accordance with the instructions submitted for the payment order by the Customer, provided that the Customer is obliged to provide all the information required on the payment order form in an accurate and legible manner.
2. The Bank shall determine the nature of the payment order, choosing from among the types of payment orders referred to in § 15 on the basis of the data submitted by the Principal.
3. The Bank shall not accept payment orders for execution, if the Principal shall not supply all the required information.

§ 13.

Bank shall select the method of the payment order execution with due diligence and in a way enabling the payment order proper execution on the basis of the data submitted by the Principal.

§ 14.

In the case of payment orders sent, the Bank is responsible for crediting the beneficiary's bank's account, not the beneficiary's account.

SECTION 2 Payment order sent

I. General provisions of the sent payment order execution

§ 15.

On the basis of an accepted request, the Bank shall execute:

- 1) SEPA payment orders, so payment orders:
 - a) executed by the banks that operate in the area of SEPA and concluded the SEPA Credit Transfer Adherence Agreement.
 - b) in EUR,
 - c) containing the SHA payment instruction,
 - d) containing the bank account numbers of the Principal and the beneficiary in the IBAN or NRB structure for the payments directed to other domestic banks,
 - e) containing the BIC code of the beneficiary's bank (also called the SWIFT code),
 - f) with a set XML structure, pointing the SEPA character,
- 2) EOG payment orders, so payment orders:
 - a) in trade with countries included in the EOG in the EOG currencies, subject to § 5,
 - b) containing the SHA or OUR payment instruction – a request containing the BEN payment instruction shall not be accepted,
- 3) other payment orders – so payment orders other than specified in points 1 and 2, containing whichever payment instruction (SHA, BEN or OUR), in accordance with the Principal's instructions.

§ 16.

1. In case of EOG payment orders, the payment may be executed despite a lack of or in case of incorrect:
 - 1) BIC code of the beneficiary's bank, or

- 2) bank account number of the beneficiary in the IBAN structure (or NRB for the payments directed to other domestic banks),

2. In case referred to in paragraph 1, the Bank shall charge the Principal with the NON-STP fee, in accordance with the obligatory Tariff.

§ 17.

1. Payment orders specified in the paragraph 15 are executed with the spot value date for the bank, subject to paragraph 3.
2. At Principal's request, the payment order may be executed in urgent mode – with the tomnext or overnight value date for the bank, which involves an additional fee incurred by the Principal in accordance to the obligatory Tariff, subject to paragraph 4.
3. SEPA and EOG payment orders in EUR are normally executed with the tomnext value date for the bank, even if the Principal chooses the spot value date – without charging an additional fee for urgent payment order execution.
4. SEPA payment order, as a rule, cannot be executed with the overnight value date for the bank. Such possibility eventually verified by the Bank's IT application at the stage of payment registration.
5. The conditions of executing the payment order in an urgent mode, referred to in paragraph 2, are:
 - 1) non-cash settlement of the payment order,
 - 2) submitting the payment order request in currencies listed in the PKO BP SA Announcement,
 - 3) 8)providing in the payment order request the beneficiary's bank's BIC code - and in its absence - name and address, including the National ID of the beneficiary's bank in the payment order request, by the Principal,
 - 4) providing in the payment order request the beneficiary's bank account number in the IBAN, NRB, or other structure, if the beneficiary's bank hasn't adopted the IBAN bank accounts structure, by the Principal.
6. The payment order referred to in paragraph 3 shall not meet the conditions of the urgent payment order request referred to in paragraph 5.

§ 18.

1. The Bank shall set the boundary date published in the PKO BP SA Announcement, after which the payment orders requests received shall be considered to be submitted on the next business day for the purposes of calculations for the payment execution,
2. If the Principal has concluded a negotiated transaction for the request and coordinated the value date for this transaction:
 - 1) earlier or the same as the value date obligatory for the bank in international settlements – the payment order shall always be sent with the value date of the bank,
 - 2) later than the value date obligatory for the bank in international settlements – the payment order shall be sent with the value data of the negotiated transaction, and the payment order is treated as a request submitted in Bank for execution with a future date,
3. If the Principal opposes the payment order execution in the way described in paragraph 2 point 2, the request may not be accepted for execution.
4. An agreement concluded by the Principal on transferring the requests using the "Multicash" system may oblige him to an earlier submission of the payment order request for execution, with the value date indicated for the bank, due to the technical capabilities of the system used by the Principal.

§ 19.

1. Execution of the payment order takes place on the basis of a request submitted by the Principal in the form of:
 - 1) paper, namely:
 - a) request of the sent payment order execution Completed by the customer and submitted at the branch,
 - b) request of the sent payment order execution completed by the Bank's employee, sent by entering the data communicated orally by the Principal into the system,
 - 2) in electronic form – if the Principal has concluded an agreement to provide electronic banking services with the Bank,
2. In case referred to in paragraph 1 point 1b, the Principal is also obligated to submit the documents (like an invoice or agreement) containing the data necessary to execute the payment order request.
3. A request prepared on the basis of the information and documents provided by the Principal are submitted for his signature in the form of a payment order printed from the Bank's IT system which contains the provided information.

Putting the signature by the Principal shall be considered as a confirmation of the data printed on the payment order request.

§ 20.

1. Payment order request (also in electronic form) and the documents submitted, in accordance to the paragraph 19 points 2 and 3, shall include in particular:
 - 1) amount and currency of the payment order,
 - 2) name (company) or name and surname and the address of the Beneficiary,
 - 3) bank account number of the Beneficiary in the IBAN or other structure, if the beneficiary's bank hasn't adopted the IBAN bank accounts structure, subject to paragraph 4,
 - 4) Beneficiary's bank's BIC code, and in its absence – name, address and the National ID of the 8) Beneficiary's bank, or its full name and full address, for the payment orders other than those executed in urgent mode, including paragraph 17 point 6,
 - 5) payment instruction – if the Principal will not indicate the payment instruction, the payment order shall be executed with the SHA payment instruction,
 - 6) Principal account number for the payment order amount settlement,
 - 7) Principal account number for settlement of the fees and charges due for execution of payment if the Principal had chosen the SHA or OUR payment instruction; if the Principal only provides one bank account number in the payment order, it is assumed, that this is the number of an account to be used both for the payment order amount and fees and charges settlement.
 - 8) value date for the bank – if the Principal doesn't specify the value date for the bank, the payment order shall be executed with the spot value date, or – in the case of SEPA and EOG payment order in EUR – tomnext value date,
2. Each time, the Principal has to obtain information about the unique ID (or a set of data) from the beneficiary and submit it to the Bank at the payment order commissioning stage, so that it could be transmitted to the beneficiary's bank, in order for it to be able to execute the payment order in a proper manner. If not, the responsibility for the lack of or faulty execution of the payment order lies with the Principal.
3. If the payment order request contains payment amounts expressed numerically and verbally are not compatible with each other, the amount expressed in words shall be binding.
4. A payment order request submitted in the form of a paper form may not include the Beneficiary's bank account number provided that the Customer is a consumer.

§ 21.

1. Payment order request is accepted by the Bank with a future date, so a value date for the Customer shall be a business day later than the day of payment order acceptance in the branch, provided that the three conditions listed in paragraph 20 are met at the request submission and the payment order is executed bill to the account at the Bank.
2. A payment order execution with a future date is possible for any kind of payment order, independently from the form of the request submission.
3. If the Principal has set a future date, which is not a Bank's business day, it is assumed for the purposes of execution time determination, that the request was submitted for the next business day.
4. In case of a submission of a payment order request with a future date, the Principal is obligated to provide the financial funds in an amount enabling the execution of this request and commissioning the fees and charges due to the Bank in the end of the day preceding the execution of the payment order.

§ 22.

1. Each time, after meeting by the Principal the conditions enabling payment order execution, so the submission of the information required and financial funds in an amount necessary for the payment order execution and covering the Bank's fees and charges, the Bank shall provide the Principal with a confirmation of the order for execution, containing only the data obtainable at the moment.
2. The confirmation referred to in paragraph 1 contains, in addition to the information required from the Principal in accordance to paragraph 20 point 1, in particular the references of the payment.
3. If the payment order request was accepted for execution with a future date, the confirmation provided to the Principal, in addition to the payment order request acceptance date has to contain the value date of the Customer, being a future date. In such a case, the confirmation referred to in paragraph 1 is

provided by the Bank at the date of payment order acceptance, without checking the account balance. The Bank shall verify the provision of financial funds by the Principal on the day of the future date day for the settlement purposes, in accordance to paragraph 30.

II. Acceptance of the sent payment order request

§ 23.

Each time the Principal chooses the form of financial funds settlement enabling the payment order amount settlement and the settlement of all the fees and charges due to its execution:

- 1) non-cash – bill to the specified account or accounts run within the Bank, or
- 2) cash – with a cash settlement in the Bank's cash desk, provided that the cash payments can only be made by consumers and that in case of a cash settlement, both the amount of payment order and the fees and charges due shall be settled in only one currency, specified by the Principal.

§ 24.

Principal may submit a request being fixed payment, provided that he shall submit at the Bank's branch:

- 1) a request in a form of a filled form, on the basis of which the fixed payments are executed, and
- 2) a statement in the form of individual text, including:
 - a) cyclic date (s) of the order, that date (s) shall be the date (s) of the payment order submission and shall be the Customer value date.
 - b) the date of the fixed payment expiry; in case of lack of this date determination, the fixed payment shall be indefinite, and its cancellation shall take place on the basis of a written notice of the Principal,
 - c) consent for the use of the foreign exchange rates contained in the Foreign Exchange Rate Table of PKO BP SA, obligatory on the Customer payment date,
 - d) consent for the Bank to deduct the fees and charges in accordance to the Tariff, obligatory for the Bank at the Customers value date - in accordance to the payment instruction indicated in the payment order,

§ 25.

1. Putting a signature on the filled payment order form means an authorisation granted to the Bank by the Principal for the execution of the payment order by the Bank.
2. In case of the payment order submitting through the electronic banking service, other authorisation rules apply, determined in the account agreement or another, separate agreement.

§ 26.

1. If the Principal failed to met all the conditions necessary for the payment order execution, including not providing the financial funds to cover the payment order amount and the Bank fees and charges due to the payment order execution, Bank shall refuse to execute the payment order.
2. Bank may refuse to execute the payment order if it turns out after its acceptance that the execution is impossible due to the reasons described in paragraph 11 or to the lack of service of the currency determined by the Principle at the beneficiary's bank.
3. In cases referred to in paragraphs 1 and 2, the Bank undertakes to notice the Principal on the refusal of payment order execution in terms determined in paragraphs 31-35, if such a notice is possible in accordance to the general provisions of the law.
4. The Principal, being an account owner, may receive a notification on the refusal of payment order execution through a text message communication, an e-mail message or in other settled way, requiring him to activate a proper service provided by the bank, subject to paragraph 5.
5. In case if the way of notifications receipt was not settled, referred to in paragraph 4, they are accessible to the Principal at the branch running his account.
6. If the payment order request was submitted at the branch of the Bank, the information referred to in paragraph 3 is immediately communicated to the person submitting the order.
7. Bank shall collect a fee accordant with the Tariff for a notification on the refusal of payment order execution in the cases referred to in paragraph 1 only if the refusal of payment order execution was justified.
8. The fee, referred to in paragraph 7 is not deductible, if the information on the payment execution refusal is provided immediately at the moment of the payment order request submission at the branch.

III. Settlement of the sent payment order request

§ 27.

By virtue of receiving the payment order for execution, the Bank shall settle the following amounts with the Principal at the customer value date, including paragraphs 29 and 30:

- 1) payment order amount determined in the payment order request,
- 2) fees and charges payable to the Bank, if the Principal undertakes to pay them,
- 3) OUR payment instruction fee, if the Principal chooses the OUR payment instruction,
- 4) NON-STP fee, if it's necessary to charge it, subject that the NON-STP fee is always charged to the Principal, independent on the Principals choice of the payment instruction,
- 5) fee for issuance of the sent payment order copy at the Customer request, which is always charged to the Principal, independent on the Principals choice of the payment instruction.

§ 28.

In case of the conclusion of a negotiated forward transaction of foreign currency exchange for the payment order by the Principal, he should submit the payment order not earlier than two business days before the value date set for the concluded forward transaction.

§ 29.

1. The foreign currency exchange rates Table of PKO BP SA obligatory at the time and date of the payment order request acceptance are applicable for the transaction settlement with the Principal, subject to point 2 and paragraph 30.
2. If a negotiated transaction was concluded for the payment order, the negotiated currency exchange rate shall be applicable for the payment order request settlement.

§ 30.

If the Principal submitted the payment order request for execution at a future date, the settlement with him takes place on the future date set, using the foreign currency exchange rates Table of PKO BP SA applicable on the future date day at 8 AM.

IV. Execution time of the sent payment orders

§ 31.

In case of a SEPA and EOG payment orders in EUR, the Bank credits the beneficiary's bank account with the payment order amount not later than on the next business day after receiving the payment order for execution or after a future date set by the Principal, including the time limit published in the PKO BP SA Announcement and the rules listed in paragraph 18, subject to paragraph 33.

§ 32.

In case of a SEPA and EOG payment orders in currencies other than EUR, the Bank credits the beneficiary's bank account with the payment order amount not later than on the third business day after receiving the payment order for execution or after a future date set by the Principal, including the time limit published in the PKO BP SA Announcement and the rules listed in paragraph 18, subject to paragraph 33.

§ 33.

In case of submitting the payment order request in paper form, the date indicated in paragraphs 32 and 33 may be extended by one business day.

§ 34.

In case of payment orders mentioned in paragraph 15 point 3, the execution time may be longer than the one specified in paragraphs 32 and 33, subject that it's always dependent on the number of banks involved in the payment order execution.

V. Resignation of the payment order sent execution and cancellation of the payment order sent

§ 35.

1. The Principal may resign of the execution of payment order execution, without incurring any costs until the end of the day before the day of its execution by the Bank, having regard to paragraph 2.
2. The Principal may resign of the execution of payment order execution, without incurring any costs on the day of its execution, if the Bank's technological systems allow it, but not later than on the moment of the Principal's account debiting.

3. In case of the cancellation referred to in paragraphs 1 and 2, the Principal shall submit a proper written notice in the form of individual text or another settled form.

§ 36.

The Principal has the right to submit the cancellation decision after debiting the Principal's account, for the receipt of which the Bank shall charge in an amount accordant to the Tariff.

§ 37.

1. In case if the cancelling disposition was submitted by the Principal before the payment order sending to the recipient's bank, the Bank shall cancel the payment order and return the financial funds including the amount of the payment order and all of the fees and charges charged to the Principal in connection with the payment order acceptance for execution, using the foreign currency exchange rates determined in paragraphs 8 and 9, subject to paragraph 36.
2. The foreign currency exchange rates differences resulting from an eventual conversion of the cancelled payment order amount into the accounts currency or withdrawal at the cash desk are incurred by the Principal.

§ 38.

1. If the payment order cancellation disposition was submitted by the Principal after the execution of the sent payment order, so after the sent payment order was sent to the recipient's bank, the Bank shall return – in accordance with the cancellation disposition – the amount of money received in return from the recipient's bank, if any, subject to paragraph 36. In such a case the Bank shall not return any fees or charges charged to the Principal due to the payment order acceptance for execution.
2. The settlement of the payment order amount shall take place using the regulations of foreign currency exchange rates usage determined in paragraphs 8 and 9.
3. The foreign currency exchange rates differences resulting from an eventual conversion of the cancelled payment order amount into the accounts currency or withdrawal at the cash desk are incurred by the Principal.

§ 39.

In case if any costs of the intermediary bank or beneficiary's bank shall occur due to the payment order cancellation in accordance to the Principal's disposition, they are incurred by the Principal.

VI. Performance of the additional activities requested by the Principal in relation to the payment order execution.

§ 40.

1. The Principal may submit a request for additional activities related to the payment order execution in the scope of additions, changes or queries for the payment order.
2. The Principal may submit a request referred to in paragraph 1 as a filled form.

§ 41.

1. The bank shall charge the Principal with fees accordant to the Tariff for execution of additional activities at the moment of the request submission for those.
2. In case if the Bank determines, that the need to perform additional activities arises from causes from reasons attributable to the Bank, the fee referred to in paragraph 1 shall be immediately returned to the Principal.

§ 42.

1. The bank shall perform the additional activities in accordance to the Principal's request on the basis of the accepted order.
2. In case if any information related to the payment order, for which the additional activities were requested is received from the intermediary bank or the beneficiary's bank, the Bank shall notice the Principal immediately in the manner agreed.

§ 43.

1. In case of intermediary banks' or beneficiary's bank costs occurrences due to the additional activities requested by the Principal, those costs are incurred by the Principal, subject to paragraph 2.
2. If the additional activities carried out for the Principal proved an improper execution of the payment order for reasons attributable to the Bank, the Principal shall not incur the costs referred to in paragraph 1.

VII. Return of the payment order sent by the intermediate bank or beneficiary's bank

§ 44.

1. If the intermediate bank or beneficiary's bank cancelled the payment order and returned the funds for reasons not attributable to the Bank and in the absence of cancellation request submitted by the Principal, the funds are immediately returned to the Principal after deducting the fees due to the Bank in accordance to the Tariff, having regard to paragraph 2.
2. The intermediary banks and the beneficiary's bank costs arisen and the fees and charges due to the Bank are incurred by the Principal.

§ 45.

1. In case of funds return to the Principal, the return shall take place into the account that was charged with the payment order amount or in the form of cash – in accordance to the form of the payment order execution
2. An eventual conversion into the account's currency or the currency of the cash payment takes place using the foreign currency exchange rates Table of PKO BP SA obligatory on the date of the payment order amount return settlement.
3. If the settlement of the payment order amount took place in the form of cash, the Principal, after appearing at the branch of the Bank may order the funds returned settlement both in the form of cash and non-cash, by indicating an account number run within the Bank.

§ 46.

If the amount of the payment order returned by the intermediate bank or the beneficiary's bank is too low to deduct the fee due to the bank for the return, the amount returned is settled with the Principal without collecting this fee.

§ 47.

If the return takes place for reasons attributable to the Bank, and:

- 1) The Principal requests a reissue of the payment order returned – he shall not bear any costs related to the reissue of this payment order,
- 2) crediting with the amount returned takes place in a currency other than the currency of the amount returned – the foreign currency exchange rates applicable for the primary payment order settlement with the Principal are applicable for conversion,

VIII. Funds search and recovery

§ 48.

1. If an incorrect unique ID was determined by the Principal for a payment order sent within the EOG territory and in EOG countries currency, the Bank shall not be responsible for lack of or an improper execution of the sent payment order.
2. In the case referred to in paragraph 1, the Bank shall take actions to recover the payment order amount at the Principal's request.
3. The Bank shall charge the Principal for the funds recovery with a fee accordant to the Tariff.

IX. Reporting and investigation of notifications of unauthorized or improperly executed transactions

§ 49.

1. If the Customer finds a payment transaction executed unauthorised or a payment order request improperly executed by the Bank:
 - 1) Customer being a consumer – should submit a notification on such a transaction at the Bank's branch not later than within 13 months – from the date of account debiting or in case of a notification concerning a cash payment – from the payment date.
 - 2) Customer not being consumer – should submit a notification on such a transaction within the term settled in the bank account agreement.
2. If the term referred to in paragraph 1 passes, the Bank may refuse to consider the notification received.

§ 50.

1. After carrying out an investigation procedure and finding the notification referred to in paragraph 19 justified, the Bank shall immediately return the amount subject to unauthorised or improper payment order execution to the Customer.
2. If the payment order was executed from a bank account, the Bank shall return the account debited to a state that would exist if the unauthorised payment order wouldn't take place.

SECTION 3 Payment order received

I. General provisions of the received payment order execution

§ 51.

1. The condition to be met for the Bank to execute a received payment order is, in particular, the provision of correct data enabling to execute the payment order, including those regarding the Beneficiary, enabling a settlement with him, including paragraph 53.
2. The payment order is considered as received by the Bank if the Bank received both the funds as well as the data enabling the payment order execution.

§ 52.

A payment order failing to meet the conditions listed in paragraph 53 point 1 shall be returned to the bank it was sent from without performing any additional actions, with a deduction of a fee due to a cancellation of the payment order by the Bank from the payment order amount.

§ 53.

1. Conditions to be met for an execution of a payment order containing Beneficiary's account number, which shall be considered as an unique Id by the Bank, are:
 - 1) providing a proper Beneficiary's account number within the IBAN or NRB structure, and
 - 2) account is run by the Bank,
2. the Bank shall execute the payment order received, referred to in paragraph 1 only on the basis of Beneficiary's bank account verification within the IBAN or NRB structure. The Bank shall not verify the Beneficiary's data provided in the payment order received against the account holder's data.

§ 54.

1. The received payment orders that don't contain Beneficiary's bank account number shall be executed only for a Customer being a consumer.
2. The condition of executing the payment referred to in paragraph 1 is providing the Beneficiary's name and surname as well as his address and other data (for example identity document number), enabling to call him into a branch for verification purposes, including paragraph 68.

§ 55.

1. The Bank shall execute the received payment order as:
 - 1) SEPA payment order, which meets the conditions referred to in paragraph 15 point 1,
 - 2) LVP payment order,
 - 3) payment order received from financial institutions on the basis of separate agreements,
 - 4) other payment orders – other than listed in points 1-3.
2. Pensions and benefits may be realized under the payment orders referred to in paragraph 1.

§ 56.

1. A payment order received from financial institution referred to in paragraph 55 point 1 item 3 is a payment order received on the basis of an agreement concluded with the institution, meeting the requirements of such agreement.
2. If the financial institution indicated, that the payment order shall take non-cash form despite of the lack of account number provision, and the Beneficiary has recommended cash settlement, he shall be charged with a fee due to a payment order settlement in cash in accordance to the Tariff.
3. In case of the payment order cash settlement, the responsibility to inform the Beneficiary on the payment order submission lies on the financial institution, if the agreement with this institution states so.

II. Payment order settlement

§ 57.

1. In case of a payment order received, the Bank is obliged to credit the Beneficiary's bank account on the day of funds and a communication on the payment order conditions receipt, subject to paragraph 2.
2. If a future date is indicated in the communication on the payment order conditions, the Bank shall credit the Beneficiary's account on that date.
3. The Bank shall make the payment order amount available for the Beneficiary immediately after the Beneficiary's account is credited.

§ 58.

If the payment order execution requires an explanation and a contact with the Customer (for example invitation to dispose of the amount and currency of the payment), and the Beneficiary came to a branch of the Bank, the value date for the Customer shall be the day of Beneficiary's visit at the branch, or the day when the matter was clarified with the Beneficiary.

§ 59.

1. The payment order settlement with the Beneficiary – subject to paragraph 8 point 4 – shall be performed using:
 - 1) current foreign exchange rates contained in the Foreign Exchange Rate Table of PKO BP SA obligatory on the Customer value date,
 - 2) negotiated foreign exchange rate – if a negotiated transaction was concluded for the payment order.
2. If a negotiated transaction conclusion is not possible at the value date of the Customer determined in the received payment order and the transaction shall be concluded on a future value date – payment order settlement with the Beneficiary shall take place at the date of the negotiated transaction, and not at the value date of the Customer, using the negotiated exchange rate, subject to paragraph 3.
3. The payment order amount is placed at the disposal of the Beneficiary at the moment of noticing him on the possibility of a negotiated transaction conclusion.

§ 60.

The payment order shall be settled with the Beneficiary through:

- 1) crediting the Beneficiary's bank account specifies in the payment order accordingly in PLN or convertible currency in pursuance to the currency of the bank account, or
- 2) cash payment in PLN or convertible currency, in accordance to the order, if the payment order data do not contain a bank account number,
- 3) crediting a bank account determined by the Beneficiary, accordingly in PLN or convertible currency, in pursuance to the currency of the bank account, if the data contained in the payment order do not include Beneficiary's bank account number,

§ 61.

If a branch of the Bank where the Beneficiary came doesn't execute cash payments in convertible currencies and the Beneficiary does not agree to a payment in PLN, the Branch proposes the Beneficiary to use the services of the nearest branch of the Bank realizing cash payments in convertible currencies.

§ 62.

The payment order settlement with the Beneficiary at the Bank includes:

- 1) payment order amount, and
- 2) fees and charges due to the bank, provided that the instructions of the received payment order specify the SHA or BEN payment instructions, or specify no payment instruction determining the party to pay those fees and charges, including paragraph 56 point 1.
- 3) advances for the income tax payment from individuals and health insurance premiums, in accordance with the applicable regulations – if the payment order is a benefit or a pension.

§ 63.

1. The Bank shall transfer a full amount of the payment order to the Beneficiary, and the fees and charges due to the Bank and the advances for the income tax payment from individuals and health insurance premiums shall be collected separately, without deducting the from the amount, subject to paragraph 2.
2. As a beneficiary's bank, the Bank may deduct the payables referred to in paragraph 62 point 2 and 3 from the payment order amount, if the parties decided so in a separate agreement.
3. In accordance to the agreement referred to in paragraph 2, the Beneficiary may indicate a bank account other than the one specified in the payment order, but run within the Bank, for the settlement of fees and charges and the advances for the income tax payment from individuals and health insurance premiums.
4. In case of a payment order referred to in paragraph 60 point 2, the Beneficiary may settle the due fees and charges and the advances for the income tax payment from individuals and health insurance premiums in a currency other than the payment order currency, including PLN.

III. Request of additional activities performance by the Bank in relation to the received payment order execution

§ 64.

1. A customer may request additional activities performance in relation to the received payment order execution, including queries, clarification or funds search if he awaits a payment order to credit his account which didn't.
2. The Principal may submit a request referred to in paragraph 1 as a filled form.

§ 65.

All the information obtained from the intermediary bank or the principal's bank on the payment order, for which a request of additional activities was submitted, shall be immediately transferred to the Customer by the Bank.

§ 66.

1. The Bank shall charge the Customer with the fees applicable for the additional activities, which shall be paid by the Beneficiary at the moment of the additional activities request submission.
2. If the additional activities carried out proved irregularities attributable to the Bank, the Bank shall immediately return the fees collected to the Beneficiary.

§ 67.

1. In case of intermediary banks' or principal's bank costs occurrence due to the additional activities requested by the Principal, those costs shall be incurred by the Beneficiary, subject to paragraph 2.
2. If the additional activities carried out proved irregularities attributable to the Bank, the Beneficiary shall not incur the costs referred to in paragraph 1.

IV. Payment order cancellation and funds return

§ 68.

In case if the payment order doesn't provide the data necessary for Beneficiary's identification, the Bank shall cancel the payment order and return the funds to the bank it received the payment order from, subject to paragraphs 53 and 54.

§ 69.

If the additional activities performed by the Bank were not finished with the matter explanation enabling to settle the payment order with the Beneficiary within 10 business days (from the request submission by the Customer), the Bank shall cancel the payment order and return the funds to the bank from which the payment order came.

§ 70.

If the payment order settlement requires the Beneficiary to visit the Bank, and the Beneficiary, despite the invitations sent by the Bank doesn't appear at the Bank in the period of 30 calendar days from the first invitation sending – subject to paragraph 56 point 3 – the Bank shall cancel the payment order and return funds to the bank from which the payment order came.

§ 71.

1. If the bank that sent the payment order requested the payment order cancellation and funds return, the Bank shall cancel the payment order and return the funds to this bank, provided that the payment order wasn't yet set with the Beneficiary at the Bank, or that the Bank hasn't yet noticed the Beneficiary on the payment order funds receipt on his behalf.
2. If the Beneficiary was noticed on the payment order funds receipt on his behalf or the payment order was already settled with the Beneficiary, the payment request cancellation and funds return by the Bank on the basis of the request referred to in paragraph 1 may only be executed with a written consent of the beneficiary for the funds return together with an authorization for the bank to debit the Beneficiary's bank account with the payment order amount or a return by the Beneficiary of the payment order funds withdrawn, with regard to the currency conversion results.

§ 72.

1. If the beneficiary refuses to accept the payment order amount, the refusal should be submitted in a form of written notice on the basis of which the Bank shall cancel the payment order and return the funds to the bank from which the payment order came, subject to paragraph 2.
2. Since November the 17th 2012 – if the refusal referred to in paragraph 1 refers to a SEPA payment order and the Beneficiary's account was already credited with the payment

order amount, the funds return described in paragraph 1 shall not be possible.

§ 73.

1. Bank shall charge fees for the payment order cancellation and funds return, subject to paragraph 2:
 - 1) deducting from the amount returned, or
 - 2) on the basis of separate request to a sending bank or payment institution.
2. The Bank shall not collect fees for SEPA payment order cancellation, if the Beneficiary submits a cancellation request enabling the Bank to perform the cancellation within 3 business days from the bank value date determined in the received SEPA payment order, subject to paragraph 3.
3. Since November the 17th 2012 – SEPA payment order shall not be possible if the Beneficiary's account was already credited with the payment order amount.

SECTION 4 Final provisions

I. Bank fees and charges

§ 74.

1. The Bank shall charge fees and charges for the payment order execution, in accordance to the Tariff and the payment instruction.
2. The Bank shall communicate the fees and charges rates to the customers at the Bank's website www.pkobp.pl, regardless of other forms of communicating it.

II. Customers obligations and responsibility

§ 75.

1. Customer is responsible for the information he submitted in the order or for the lack of the information enabling a proper and timely execution of the payment order by the Bank or other banks, and all the costs related to clarifying correspondence or funds return of the payment order, including possible currency conversion, caused by erroneous information or a lack of information provided by the Customer shall be charged to the Customer.
2. In accordance to the rules determined in the bank account agreement or a separate agreement, the payment order and other requests submitted on paper by the Customer, referred to in this Terms and Conditions, shall not be accepted for execution if:
 - 1) the signature on the request is not consistent with the signature model owned by the Bank,
 - 2) lack of an identification document of the Principal or the person (s) entitled to administrate the bank account provision,

III. Customer data processing

§ 76.

The Customer data shall be processed by the Bank and its subcontractors in relation to the payment order request execution.

§ 77.

The Bank announces that due to international money transfer performance through the SWIFT system, the U.S.A. government administration may access the personal data. The U.S.A government undertook to use the personal data obtained from SWIFT only for the fight against terrorism purposes, with respect to the guarantees provided by the European Personal Data Protection System referred to in the 95/46/WE Directive of the European Parliament and Council of October the 24th 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

IV. General provisions

§ 78.

1. Both the payment order execution conditions contained in the hereby Terms and Conditions and the information provided by the Bank employees are in each case provided in Polish language.
2. The forms referred to in the paragraph 19 point 1 item 1a, paragraph 40 and paragraph 64 are available at the Bank's branches and on the Bank's website www.pkobp.pl.

§ 79.

The rules of claims and complaints submission on the products and services are in each case described in the account's Terms and conditions.

§ 80.

1. The Customer is required to comply with the provisions of the terms and Conditions.
2. The Bank reserves the right to amend the Terms and Conditions in the manner provided in the Terms and Conditions of the account.
3. In matters not covered by the Terms and Conditions, the general law shall apply.

§ 81.

1. For the requests submitted by the customer with a future execution date, the rules determined by the Terms and Conditions shall be applicable from the date of those Terms and Conditions entry into force.
2. The Bank shall refuse to execute requests referred to in paragraph 1, if on the date their execution was set for their execution shall not be possible due to the requirements determined in this Terms and Conditions.

§ 82.

The Bank may credit or debit an account with an independently kept amount for the purposes of improperly registered transactions correction without calling the Account Holder and without obtaining account Holder's separate order to, provided that debiting shall not cause a debit balance on that account.