



Bank Polski

General Terms and
Conditions of Payment
Order Processing
in iPKO BIZNES in the
Bank's IT System

Article 1

The Bank makes the PLN transfer orders received in the iPKO BIZNES system to credit accounts held in other domestic banks on the following terms and conditions:

- 1) PLN settlements are made through the agency of Krajowa Izba Rozliczeniowa SA (the National Clearing House, hereinafter referred to as KIR SA) (the ELIXIR system), and
- 2) PLN settlements of the orders recorded in the iPKO BIZNES system as bulk orders (SORBNET) are made through the agency of the National Bank of Poland (the SORBNET system).

Article 2

Subject to Article 6 section 7 and Article 8, transfer orders received by the Bank in the iPKO BIZNES system to credit Clients' accounts held in PKO Bank Polski SA are made forthwith at their placement date but not later than on the following business day, unless a given order provides for a later processing date.

Article 3

Subject to Article 6 section 7 and Article 8, domestic settlements in PLN for the transfer orders received by the Bank in the iPKO BIZNES system are made via the ELIXIR system in the following manner:

- 1) transfer orders received on the business day by 14:30 hours for settlement in the ELIXIR system are made by the Bank on the same business day, unless a given order provides for a later processing date,
- 2) urgent transfer orders (that is transfer orders sent to other banks that will be made during the next ELIXIR system session, provided they were placed at the Bank at least 40 minutes before the given session cut-off time at KIR SA) received on the business day by 15:25 hours for settlement in the ELIXIR system are made by the Bank on the same business day,
- 3) transfer orders received on the business day after 14:30 hours for settlement in the ELIXIR system are made by the Bank on the same business day and they are sent for settlement by KIR SA on the following business day, unless a given order provides for a later processing date,
- 4) urgent transfer orders received on the business day after 15:25 hours for settlement in the ELIXIR system are not made by the Bank,
- 5) transfer orders received on Saturdays and bank holidays for settlement in the ELIXIR system are made by the Bank on the same business day and they are sent for settlement by KIR SA on the first business day following bank holidays, unless a given order provides for a later processing date,
- 6) urgent transfer orders received on Saturdays and bank holidays for settlement in the ELIXIR system are not made by the Bank,
- 7) PLN transfer orders being contribution payments to the Social Insurance Institution are made by the Bank under items 1, 3 and 5 hereof,
- 8) PLN transfer orders being tax payments to tax authorities are made by the Bank under items 1 through 6 hereof,
- 9) orders with future processing date falling on a business day are made by the Bank at the time given in the order, and
- 10) orders with future processing date falling on Saturday or a bank holiday are made by the Bank on the first business day following bank holidays.

Article 4

Domestic settlements in PLN for the transfer orders recorded in the iPKO BIZNES system as bulk orders made via the SORBNET system are received for processing 24 hours a day, on every week day. Subject to Article 6 section 7 and Article 8, such transfers are settled at the first possible processing time of transfers in the SORBNET system in the following manner:

- 1) orders received on the business day by 15:30 hours for settlement in the ELIXIR system are made by the Bank on the same business day,
- 2) orders received on the business day after 15:30 hours for settlement in the ELIXIR system are made by the Bank on the following business day,
- 3) orders received on Saturdays and bank holidays for settlement in the SORBNET system are made by the Bank on the first business day following bank holidays,
- 4) orders with future processing date falling on a business day are made by the Bank at the time given in the order,

- 5) orders with future processing date falling on Saturday or a bank holiday are made by the Bank on the first business day following bank holidays.

Article 5

1. The hour of transfer order dispatch to the Bank via the iPKO BIZNES system is not tantamount to the hour of order processing.
2. Subject to Article 6 section 7, the Bank does not process a transfer order in the absence of free funds in the account debited under the payment order, and also in the absence of funds sufficient to cover the fees or commissions due thereto for transfer order processing.
3. In order to have a payment order rejected by the Bank processed, a new transfer order has to be entered into the iPKO BIZNES system.
4. Processing of payment orders is conditioned by the following, among other things:
 - 1) use of correct account numbers – in the BAN standard,
 - 2) selection of the “SORBNET” option in the Processing mode” item for bulk orders below the threshold made via the SORBNET system, and
 - 3) use of “single transfer order” or “payment” tab for bulk orders.

Article 6

1. The batch file with the transfer orders booked one by one received by the Bank in the iPKO BIZNES system can include transfer orders with different processing dates.
2. Subject to section 5, should the Bank identify incorrect entries in the file received by it in the iPKO BIZNES system, the Bank will reject the incorrect order in the file.
3. When the total amount of transfer orders booked one by one and included in one data file is above the free funds in the account to be debited under the payment order, the Bank will process transfer orders up to the amount of free funds.
4. The batch file with the transfer orders booked together received by the Bank in the iPKO BIZNES system is processed, provided;
 - 1) a transfer order is placed from a PLN account to another domestic account,
 - 2) an internal transfer order is placed or a transfer order made via the Elixir system in PLN,
 - 3) there are sufficient funds in the account,
 - 4) the transfer orders included in the said file have the same processing date.
5. Should the iPKO BIZNES system identify a past date in the transfer orders, it will suggest an adjustment with the present or next possible processing date.
6. Conditional on the Client's instruction, past-dated domestic transfer orders will be processed on the terms and conditions applicable to the orders providing for a present date (with the processing date being the actual operation date on the part of the Bank) or rejected.
7. In the absence of funds to process domestic transfer orders, upon previously agreeing the procedure with the Client, the iPKO BIZNES system will be waiting for the funds until the end of the present day or for the number of calendar days, considering cut-off hours listed in Article 3 (2) and (4) and Article 4 (1). Domestic transfer orders will be rejected by the Bank afterwards.
8. The Client may set an earlier cut-off hour for placement of payment orders with the present processing date in the iPKO BIZNES system than those given in Article 2, Article 3 (1) through (6) and Article 4 (1) through (3). Only transfer orders with future dates can be placed afterwards.

Article 7

The terms and conditions of order-to-pay processing by the Bank have been laid down in the Enclosure herewith.

DETAILED TERMS AND CONDITIONS OF ORDER-TO-PAY PROCESSING BY PKO BANK POLSKI SA (SENT ORDER TO PAY)

1. Based on this order and in compliance with the Polish laws, including the foreign exchange law, the provisions of interbank agreements, effective international terms and conditions, and international laws, PKO Bank Polski S.A. will process and settle an order to pay as per the instructions given in the order and on the terms and conditions of interbank clearings. Should the Sender not fulfil the requirements arising from the above laws, terms and conditions or agreements, PKO Bank Polski SA will not accept the order for processing. Should the Sender provide untrue information, he or she should be liable therefor.
2. The Sender is required to provide all the details as required in the form carefully and in a legible manner. Should the Sender not provide all the requisite details, PKO Bank Polski SA will not accept the order for processing.
3. PKO Bank Polski SA processes:
 - 1) SEPA orders to pay – cashless orders to pay made when trading with European Union member states as well as with Island, Lichtenstein, Norway and Switzerland in EUR when the fees and commissions due to PKO Bank Polski SA are paid by the sender and the costs of the beneficiary bank and other banks are paid by the beneficiary (cost option – SHA),
 - 2) EEA orders to pay – orders to pay made when trading with European Union member states as well as with Island, Lichtenstein, Norway and Switzerland in their currencies:
 - a) in EUR,
 - b) in other currencies of EOG member states,
 - 3) Other orders to pay – made by PKO Bank Polski SA where to no specific terms and conditions described in (1) and (2) apply.
4. The orders to pay listed in:
 - 1) item 3 (1) and (2a) are typically processed at the *tomnext* value date for the bank (the amount of the order to pay is made available to the bank receiving the order to pay on the business day following the acceptance date of the order to pay), even when the sender selects the *spot* value date for the bank without extra fee being charged for its processing as an urgent order,
 - 2) item 3 (2b) and (3) are typically processed at the *spot* value date for the bank (the amount of the order to pay is made available to the bank receiving the order to pay on the second business day following the acceptance date of the order to pay).
5. The orders to pay referred to in:
 - 1) item 4 (1) can be processed as urgent orders, with *overnight* value date for the bank (the amount of the order to pay is made available to the bank receiving the order to pay at the acceptance date of the order to pay),
 - 2) item 4 (2) can be processed as urgent orders, with *tomnext* or *overnight* value date for the bank – the employees of PKO Bank Polski SA offer information about the currencies in which the above-referred urgent orders to pay can be made.
6. PKO Bank Polski SA lays down the terms and conditions to be fulfilled for specific orders to pay to be processed. For SEPA orders to pay, provision of the BIC code of the beneficiary bank and the full number of the beneficiary's bank account in the IBAN standard (or BAN for domestic clearings) by the Sender is the primary condition of acceptance of an order to pay by the branch.
7. Provision of inaccurate, incomplete or incorrect information by the Sender can lead to a delay, return or improper processing of the order to pay by the beneficiary bank or correspondent bank of PKO Bank Polski SA. The SENDER will pay any and all costs of clarification-oriented correspondence or of return of an order to pay in consequence of incorrect order completion, currency conversion included. The Sender will also pay the costs of other banks when PKO Bank Polski SA did not charge the NON-STP fee at the order acceptance date but was charged with the costs by the foreign bank, a credit institution or a domestic bank processing the order to pay.
8. Processing of an order to pay by PKO Bank Polski SA is tantamount to transfer of the amount given in the order to pay to the beneficiary of the order to pay or of the amount less the fees and commissions due to PKO Bank Polski SA, provided the beneficiary has been specified in the order as the party to pay them.
9. Subject to item 10, for order acceptance for processing, at the order acceptance date, PKO Bank Polski SA will settle with the Sender:
 - 1) the amount in the currency set in the order,
 - 2) the fees and commissions due to PKO Bank Polski SA, provided the Sender undertakes to pay them, and
 - 3) flat fees due to costs of other banks participating in processing of the order to pay, provided the Sender undertakes to pay them or when tariffs of other banks required the Sender to do so.

10. Settlement of orders with the Sender is governed by the currency exchange rates from the PKO BP SA FX Table from the day and hour of order acceptance, with the proviso that when a negotiable convertible currency exchange transaction was made to the order to settle the amount of the order, individual buy and sell rates of the convertible currency into Polish zloty or another convertible currency will apply.
11. An order to pay processed by PKO Bank Polski SA based on the accepted order will be sent as a payment message with the value date for the bank selected by the Sender (*spot, tomnext, overnight*), considering item 4 (1), provided the order was accepted until the hour set by PKO Bank Polski SA. PKO Bank Polski SA will process the order accepted after the hour set with the value date for the bank selected by the Sender and extended with the following business day. The cut-off hours employed by PKO Bank Polski SA for orders to pay and dates when funds transferred are made available to the bank receiving orders to pay, known as the value date, are published at Bank branches in the form as Communications.
12. PKO Bank Polski SA charges the party specified in the order as their payer with the fees and commissions due for processing of this order under the effective PKO BP SA Table of Bank Fees and Commissions at the date of order acceptance for processing. The employees of PKO Bank Polski SA offer information about all the fees charged.
13. PKO Bank Polski SA processes orders to pay as per the Sender's instructions given in the order by choosing the intermediary bank (banks) to process the order with due diligence and in the manner enabling proper processing of the order instruction. PKO Bank Polski SA will not be held liable for failure to perform or improper performance of the instructions made by it, caused in particular by force majeure, strikes, foreign legal constraints or breakdown of IT systems outside PKO Bank Polski SA
14. PKO Bank Polski SA will not be held liable for:
 - 1) incorrect instructions given in the order by the Sender,
 - 2) errors in translation or interpretation of the title of the order to pay made by the Sender,
 - 3) the goods or services or rights to intangible goods or delivery or failure to deliver proper goods or service or rights to intangible goods that were paid under the order to pay,
 - 4) the amount of fees and commissions or other costs charged by other banks processing the order to pay,
 - 5) failure to perform or improper performance of the instructions made by it, caused in particular by force majeure, strikes, foreign legal constraints or breakdown of IT systems outside PKO Bank Polski SA.
15. PKO Bank Polski SA will process the order, provided:
 - 1) the Sender has in his or her bank account (bank accounts) the funds sufficient to process the amount of the order and any and all processing costs of the order to pay under this order,
 - 2) PKO Bank Polski SA is rendered clarifications allowing it to declare the order compliant with the effective laws.
16. When under the Foreign Exchange Law, the Sender is required to hold the FX permit to have the order to pay processed, the Sender is required to file the "Sent order to pay" in person with the Bank and not via the iPKO BIZNES system or Call Centre.
17. Should funds be reimbursed to the Sender, they are reimbursed to the account given in this order.
18. The Sender agrees to having his or her data processed, his or her personal data included, by PKO Bank Polski SA and its sub-contractors in connection with processing of this order.