

The regulations on the provision and service of Trade Finance products in the mBank S.A. Customer Service System mBank CompanyNet

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These Regulations on the Provision and Service of Trade Finance Products in the mBank S.A. Customer Service System mBank CompanyNet (hereinafter referred to as the "Regulations") are issued by mBank S.A. with its registered office in Warsaw (hereinafter referred to as the "Bank"). The Regulations stipulate rules and conditions of Bank's cooperation with the Clients using the mBank S.A. Customer Service System mBank CompanyNet (hereinafter referred to as "the mCN system"), within provision and service of Trade Finance products through this system.

1. Definitions and interpretation

- 1.1 The terms used herein shall have the following meaning:
- 1.1.1 Documentary Letter of Credit (Documentary L/C) – a conditional payment instrument under which the bank opening a L/C, acting pursuant to the ordering party instructions, undertakes to execute a payment or secure a payment of a specified amount to the Beneficiary of the L/C once the Beneficiary meets the terms and conditions stipulated in the L/C.
 - 1.1.2 Import L/C – a L/C under which the Bank, acting on the basis of the Client's Order, as an opening bank undertakes to pay a specified amount to the Beneficiary (exporter) of L/C.
 - 1.1.3 Export L/C – a L/C opened by another bank, in terms of which the Bank acts as an advising Bank, which includes an obligation of the opening bank to pay a specified amount to the Beneficiary (exporter) being the Bank's Client.
 - 1.1.4 Beneficiary – an entity indicated in a L/C or in a Bank Guarantee, entitled to receive a payment upon fulfilling conditions stipulated in the L/C or the Bank Guarantee, in particular, upon submitting the specified documents to the Bank, pursuant to the conditions stipulated in a L/C or Bank Guarantee.
 - 1.1.5 Business Day – a day (other than Saturday or public holiday) on which the Bank is open for business stipulated in the Regulations.
 - 1.1.6 Bank Guarantee (Guarantee) – a banking product which is a securing instrument, in terms of which the bank acting on the basis of the instruction of the ordering party undertakes in writing to make a payment to the Beneficiary of the Bank Guarantee, when the Beneficiary fulfils the conditions stipulated in the Guarantee.
 - 1.1.7 Outgoing Guarantee – a Guarantee (in particular a bank guarantee, a letter of credit used as guarantee (standby L/C), bank surety or bank's aval on a bill of exchange) in terms of which the Bank, by the order of the Client, undertakes to make a payment in favour of Guarantee's Beneficiary, on conditions stipulated in the Guarantee, or in favour of the bank acting as intermediary in the Guarantee issue, if this bank, acting pursuant to the Bank's instruction, assumed outgoing guarantee liabilities.
 - 1.1.8 Collection – a conditional form of payment for delivered goods, on the basis of commercial and financial documents representing the goods, authorizing to collect such goods. The documents are provided through banks, with relevant instructions concerning the conditions for release of the documents to the importer - the collection drawee: against payment of amounts due by the importer or against the importer's acceptance of deferred payment.
 - 1.1.9 Import collection – a collection under which the documents provided to the Bank by the foreign bank represent goods or services imported by the Client who is the collection drawee.
 - 1.1.10 Client – an entrepreneur, established pursuant to the applicable law, who concluded an Integrated Bank Account Agreement with the Bank and approved the provisions hereof, in particular the applicant (ordering party) to the Import L/C, or Outgoing Guarantee, the Beneficiary of the Export L/C, the Import Collection drawee.
 - 1.1.11 SWIFT message – a message with instruction or information on Trade Finance product, sent or received by the Bank via the telecommunication system, used by the banks associated in Society for Worldwide Interbank Financial Telecommunication.
 - 1.1.12 Trade Finance Product – a banking product defined in the Regulations, serviced in the Trade Finance module of the mCN system, provided to the Client in line with the provisions of the Regulations, in particular a Documentary letter of Credit, a Bank Guarantee and Collection.
 - 1.1.13 Account – any bank account of the Client held with the Bank, opened under the Integrated Bank Account Agreement, determined by the Client in the Order, the Agreement on opening a Letter of Credit, or in the Guarantee Agreement.
 - 1.1.14 Tariff – the applicable Tariff of banking fees and commissions of mBank for SME and Corporates, introduced in the form of an Order of the President of the Management Board.
 - 1.1.15 Agreement on Opening a Letter of Credit – any agreement defining terms and conditions for opening and processing import Letters of Credit at the Client's request and specifying type (s) of collateral (s) securing the Bank's receivables under such Import Letters of Credit, including any "multi product" agreement covering the Import Letter of Credit as one of the products delivered by the Bank to the Client.
 - 1.1.16 Guarantee Agreement – each and every agreement stating the terms and conditions of issuing and processing Outgoing Guarantees on behalf of the Client and defining the mode of securing Bank's receivables under Outgoing Guarantee, including each multiproduct or master / framework agreement, under which an Outgoing Guarantee may be the product which the Bank makes available to the Client.
 - 1.1.17 IBA Agreement – the Integrated Bank Account Agreement, with the "Regulations on opening, holding and closing an integrated bank account at mBank S.A." Part I and Part II (hereinafter referred to as "IBAA Regulations") as an integral part thereof, including the provisions of these Regulations.
 - 1.1.18 User – a user or users of the mCN system, acting on behalf of the Client on the basis of granted authorisations, entitled to use the system with regard to Trade Finance Products and to submit Orders generating the Client's financial commitments.
 - 1.1.19 Request – a request to Open / Amend the Integrated Bank Account, constituting an attachment to the IBA Agreement.
 - 1.1.20 Order – any application or instruction produced on the applicable form, delivered to the Bank by the Client through the mCN system, relating to providing or processing Trade Finance products. The order is not a payment instruction as defined by the IBAA Regulations.
- 1.2 The term "Party" used herein refers to the Bank or the Client respectively.
- 1.3 The term „law" used herein shall mean the provisions of the law applicable in the Republic of Poland.
- 1.4 The terms used herein which were not defined separately, in particular the terms used in relation to granting and using access rights to the mCN system shall have meanings, as defined in the IBAA Regulations.
- 1.5 The terms used herein which were not defined separately: honouring, negotiation, presentation, used in the Regulations, shall have meanings assigned in the relevant provisions of the "Uniform customs and practices for documentary letter of credits" issued by the International Chamber of Commerce in Paris.

2. General Provisions

- 2.1 The Bank shall provide the Client with the functionality of the Trade Finance module in the mCN system in the scope necessary to place Orders and exchange information related to the provision and service of Trade Finance Products.
- 2.2 The Client using the functionality, referred to in point 2.1, shall obey the terms and conditions of providing the mCN system and the security thereof as resulting from the IBAA Regulations.

- 2.3 The Orders in the mCN system, may be submitted by the Users who have obtained relevant access rights from the Client in accordance with the content of the Request, or the Users who have obtained such rights from an administrator nominated by the Client in the Request.
- 2.4 The Client's Orders relating to Trade Finance Products submitted in the mCN system the Parties shall consider as submitted by the Client's representatives authorised to make statements of will with respect to the Client's proprietary rights and duties in line with the representation rules.
- 2.5 The Client shall be responsible for submission of "Identification Card" being part of the Request, by each User with a right to authorize Orders.
- 2.6 The Client shall immediately update the personal details of each User with rights to authorise orders in the scope specified in the card, referred to in point 2.5.
- 2.7 The Users, referred to in point 2.6, shall update their personal data as stipulated in the IBAA Regulations.
- 2.8 The Bank may refuse to execute an Order, placed by a User with the right to authorise Orders who did not fulfil, pursuant to the provisions of point 2.5, the obligation to submit the "Identification Card" to the Bank.
- 2.9 The Bank may refuse to execute an Order, placed by the User, referred to in point 2.7, by the end of the business day following the day on which the User fulfilled the obligation to place the Card, referred to in point 2.5. This period is required for entering the User's personal data to the banking system.
- 2.10 In the case when the Bank refuses to execute the Order, referred to in point 2.8 and 2.9, the User will be informed about such a refusal in the mCN system, in the form of a message displayed at the User's attempt to submit an Order.
- 2.11 Orders, submitted by the User to the Bank in the mCN system are authorised in accordance with the rules stipulated in the IBA Agreement.
- 2.12 An Order without correct authorisation shall not be executed by the Bank.
- 2.13 The Client shall be fully liable for all consequences resulting from Orders submitted to the Bank with the violation of access and security protection rules applicable for the mCN system, resulting from the IBAA Regulations.
- 2.14 Placing an Order, which, in the opinion of the Bank, has not been drawn up in a proper manner shall not cause any obligation for the Bank to execute such an Order. The Bank assumes no responsibility for any consequences of the Order incorrectness.
- 2.15 Any and all documents required by the Bank, constituting enclosures to the Order, including the documents regarding the collateral of the Bank's receivables under the Trade Finance Product, submitted by the Client as paper documents, shall be delivered by the Client to the Bank along with a printout of the Order submitted in the mCN system.
- 2.16 The Client shall bear full responsibility for the Order content and related documents provided to the Bank in a paper form or in the mCN system, in particular for reliability and correctness of data included in the Order.
- 2.17 The Client may withdraw an Order placed at the Bank, using the functionalities available in the mCN system at a defined stage of the Order processing, only prior to its execution.
- 2.18 The Bank may refuse to execute an Order, in particular, if the Order is contrary to the Regulations or to the provisions of the law. The Bank may take a decision about refusal to execute an Order at each stage of its processing, before the Order status in the mCN system is marked as: "Completed". The Bank shall inform the Client in the mCN system about the reasons for refusal. Refusal to execute an Order does not affect the Client's possibility to prepare and resubmit the Order to the Bank in the mCN system.
- 2.19 Assigning the status "Completed" to the Order in the mCN system is equivalent to the approval of the Order by the Bank.
- 2.20 In the case when irregularity or inconsistency of the order with the order-related documents provided to the Bank is identified, the Bank may ask the Client to remove the irregularities found and place a correct Order. The Bank may request that additional documents be produced as the Bank deems necessary to decide on further proceeding with the Order.
- 2.21 Commissions and fees due to the Bank as a result of the Order execution, shall be charged by the Bank in line with the applicable Tariff, considering that:
 - 2.21.1 the type or amount of fees and commissions, defined in the Tariff, charged by the Bank for providing and processing Trade Finance Products may be subject to changes, depending especially on the operating costs borne by the Bank including such market parameters influencing the costs like: inflation rate, foreign exchange rates, reference interest rates published by NBP;
 - 2.21.2 the changes referred to in point 2.21.1, and current commissions and fees are announced to the Clients in the Bank's operating rooms and published on the mBank Group website.
- 2.22 Any and all commissions and fees due to the Bank, commissions of intermediary banks (if due from the Client), and all other charges and costs relating to providing and processing Trade Finance Products, including costs of legal service (if any), will be charged by the Bank in accordance with the agreement on providing the respective Trade Finance Product concluded with the Client (if such an agreement is applicable) or in accordance with the Client's instruction in the Order and the Client's authorisation to debit its Account.
- 2.23 The Client hereby acknowledges that the courier/ post does not provide transport of securities and that all the documents presented and submitted in relation with processing Trade Finance Products, including commercial documents and bills of exchange, may be sent by the Bank by courier or post only as standard mail, i.e. without indicating the value and within the liability of the courier/post in the case of a failure to perform or incorrect performance of the transport agreement.
- 2.24 The Client accepts all risks related to the manner of mailing documents pursuant to point 2.23 and possible delay in delivery or loss of the letter with documents and relieves the Bank from the responsibility for the choice of the courier, and failure to perform or incorrect performance of the transport agreement by the courier/post.

3. Import L/C - placing and executing Orders

- 3.1 The User, entitled to authorise Orders on Import L/C, may place the following types of Orders, related to opening and processing Import L/C:
 - 3.1.1 The Order for opening Import L/C - on the form: Import L/C - Issuance,
 - 3.1.2 The Order to amend the terms and conditions of an active Import L/C – on the form: Import L/C – Amendment,
 - 3.1.3 The Order to waive reserves regarding commercial documents presented by the Beneficiary - on the form: Import L/C – Release Reserves,
 - 3.1.4 The Order to hold reserves regarding commercial documents presented by the Beneficiary - on the form: Import L/C - Hold Reserves,
 - 3.1.5 Application for presentation of discrepant documents, on the form: Import L/C - Documents,
 - 3.1.6 The Order to close an Import L/C, on the form: Import L/C - Close,
 - 3.1.7 The Order for closing unused balance of Import L/C, on the form: Import L/C – Close of Balance,
 - 3.1.8 Other instructions on active Import L/C, on the Import L/C form - Other Instructions.
- 3.2 The Bank may decide to accept the Order provided that the following conditions have been met:
 - 3.2.1 the Client submits a correctly prepared and authorized Order through the mCN system and provides the Bank with related documents in paper form, if required in accordance with point 2.15 of the Regulations,

- 3.2.2 the Bank finds the order and the accompanying paper documents, including those describing additional Import L/C terms and conditions (if any) fully correct, complete and consistent,
 - 3.2.3 the Bank verifies or agrees with the Client respectively the type or sufficiency of collateral securing the Bank's receivables resulting of the Order, as well as commissions and fees, and the Import L/C Opening Agreement, if applicable, is signed,
 - 3.2.4 the collateral accepted by the Bank to secure due repayment of the Client's liabilities relating to the Order has been established – if such collateral is required.
- 3.3 Orders are executed by the Bank on Business Days on a first-come-first-served basis upon fulfilment of conditions, stipulated in point 3.2.
- 3.4 The Client acknowledges and accepts the fact that provisions of the "Uniform customs and practices for documentary letter of credits", issued by the International Chamber of Commerce, apply to the Import L/C, pursuant to which the responsibility of banks, including the Bank, as regards transactions secured by Documentary L/Cs, is limited in particular as follows:
- 3.4.1 An L/C is a transaction separate from the agreement on sales or another contract to which it may refer. Such a contract in no way concerns the banks nor is binding upon them even if in the L/C an annotation regarding such a contract has been included. As a result, the bank's obligation to accept, negotiate or fulfil any other obligation under the L/C is not subject to claims or accusations of the ordering party to the L/C arising from his/her relations with the opening bank or the Beneficiary,
 - 3.4.2 The Bank acting within its appointment, the accepting bank, if any, and the opening bank need to check the presentation in order to determine only on the basis of documents, whether these documents seem to be consistent.
 - 3.4.3 The Bank does not assume any obligation or liability for the form, completeness, accuracy, genuineness, falsification or legal effectiveness of any of the documents, and for general or detailed conditions stipulated in the document or imposed thereon; the bank does not assume any obligation or liability for description, number, weight, quality, status, packaging, supply, value or existence of goods, services or other benefits represented by any document, or for the good will or actions or negligence, solvency, performance or standing of the supplier, carrier, forward agent, consignee or insurer of the goods or any other persons,
 - 3.4.4 The Bank does not assume any obligation nor is liable for the consequence of the delay or loss, deformation or errors of any notifications, letters, documents when those are delivered or sent pursuant to terms stipulated in the L/C nor when the bank on its own initiative selects the courier in the case when no instructions are stipulated in the L/C. The Bank does not assume any obligation nor is liable for errors in translation or interpretation of technical terms and may provide the terms in the L/C without translating them.
 - 3.4.5 The Bank using the services of the other bank in order to execute instruction of the ordering party to the L/C, does so in the account and at the risk of the ordering party to the L/C. The opening/advising bank does not assume any obligation nor is liable if instructions provided by it to another bank are not executed, even when the selection of this bank was on the initiative of the opening/advising bank.
 - 3.4.6 The ordering party to the L/C is obliged and liable for covering all the claims and liabilities due to the Bank arising from foreign provisions and customs.
 - 3.4.7 Should the Beneficiary of the Import L/C fail to pay commissions and fees due to the Bank, they shall be debited to the Client's account even if the Order provides otherwise.
- 3.5 The mCN system may not be used to submit Orders where the Client instructs the Bank to open:
- 3.5.1 Import L/C providing for more than one type of collateral of Bank's receivables,
 - 3.5.2 Import L/C with a red (green) clause i.e. advance payment L/C which authorises a defined bank to make a down payment to the Beneficiary for the future supply of the goods/services,
- 3.6 The Orders concerning opening of an outgoing Standby L/C serving as a Guarantee, may be submitted and processed only on the terms and conditions defined in point 6 of the Regulations.
- 3.7 Placing an Order to issue or increase the amount of Import L/C in which the Client has indicated the collateral in the form of cash cover for future payments to be made by the Bank shall be deemed as the Client's declaration to transfer in advance to the Bank's account respective funds in the currency and amount equal to the currency and amount of the Bank's liability under such Import L/C and as Client's confirmations that such funds shall be available on the Account kept in the currency of Import L/C indicated in the Order form as the account to be debited by the Bank in accordance with Client's authorization, considering that:
- 3.7.1 declared cash cover and authorisation to debit the Client's Account includes also an admissible amount tolerance arising from conditions of the Import L/C, the commissions due to the Bank, as well as commissions and fees of intermediary banks in the amount estimated by the Bank, if - pursuant to the Order - the obligation to pay these commissions and fees is imposed on the Client,
 - 3.7.2 the pre-condition for executing the Client's order is providing sufficient funds to cover future payments in advance as referred to in item 3.7.1 at the latest on the day of opening or increasing the Import L/C and effecting payment of commissions and fees due to the Bank,
 - 3.7.3 if the amount transferred in advance to the Bank's account to cover future payments is not sufficient to cover fees and commissions of the Bank and intermediary banks, the Bank is irrevocably authorised to debit the account indicated in the Order as a source of funds for settlement of fees and commissions related to the Order,
 - 3.7.4 funds transferred in advance to the Bank's account to cover future payments do not bear any interest,
 - 3.7.5 subject to provisions of point 3.7.6, transfer of funds in advance to the Bank's account to cover future payments under Import L/C shall automatically cease the Client's liability to provide funds for payments under Import L/C,
 - 3.7.6 if funds transferred in advance to cover future payments are not used fully or partially to cover under the Import L/C, the Bank shall return the unused amount to the Client's account, after deducting commissions and fees due to the Bank and intermediary banks,
 - 3.7.7 the unutilized funds transferred in advance to cover future payments are returned respectively: within 14 Business Days after the expiry date of Import L/C - if such L/C expired at the intermediary bank; on the next Business Day following the expiry date of Import L/C - if such L/C expired at the Bank; upon receipt of the consent of the intermediary bank or the Beneficiary to cancel the Import L/C at the Client's request, prior to its expiry date.

4. Export L/C - advice of a L/C, placing and executing Orders

- 4.1 The Bank shall notify the Client, in the mCN system of an Export L/C opened in favour of the Client and of all amendments to such L/C terms and conditions.
- 4.2 The User, entitled to authorise Orders on Export L/C, may submit the following types of Orders, related to an Export L/C:
- 4.2.1 Order to present commercial documents in order to obtain payment under the Export L/C - on the form: Export L/C – Cover Letter,
 - 4.2.2 Order to discount Client's receivables under the Export L/C, on the form: Export L/C – Discount, subject to point 4.5,
 - 4.2.3 Order to close an Export L/C, on the form: Export L/C – Closure,
 - 4.2.4 Other instructions on active Export L/C, on the form: Export L/C - Other Instructions.

- 4.3 The Bank shall execute Orders concerning presentation of commercial documents, referred to in point 4.2.1, upon receiving from the Client a complete set of documents required by the Export L/C, along with a printout of a cover letter submitted in the mCN system and upon checking if the documents received comply with the terms and conditions of the L/C - if the Client's Order includes an instruction for examining them.
- 4.4 The date of receiving by the Bank of the complete set of original documents required in accordance with the terms and conditions of the Export L/C shall be deemed the documents presentation date.
- 4.5 Execution of the Order for an Export L/C – Discount, referred to in point 4.2.2, may take place after the Client agrees with the Bank on the possibility and conditions for concluding a transaction of discounting receivables under an Export L/C, including the agreement regarding commission and fees due to the Bank.
- 4.6 The Bank, in mCN system, shall provide the Clients with the information on executing the Order for presenting commercial documents (including reservations, reported by the Bank, on compliance of the documents with the terms and conditions of the Export L/C) and on the payment for documents presented under the L/C.
- 4.7 The Client acknowledges and accepts the fact that Export L/C whose opening or amendment is advised to the Client by the Bank in the mCN system shall be subject to the provisions of "The Uniform Customs and Practice for Documentary Credits" issued by the International Chamber of Commerce in particular the provisions indicated in item 3.4 of these Regulations, unless the opening bank indicated otherwise in its instruction.
- 4.8 The Client acknowledges and accepts the rules and conditions under which the Bank executes Orders concerning presentation of documents under an Export L/C unconfirmed by the Bank, which are as follows:
 - 4.8.1 accepting or checking and sending documents by the Bank, does not impose any obligations on the Bank to honour the presentation or to negotiate, or does not constitute honouring or negotiating,
 - 4.8.2 checking documents, apart from the case of honouring or negotiating takes place without the Bank's responsibility, since irrespective of the Bank's opinion on compliance of documents, the opening bank or the bank confirming the L/C or the bank in which the L/C is available may present on the basis of its own banking practice, another standpoint, on the fact of occurrence of non-compliance of the presentation.
- 4.9 The Client notifies the Bank of accepting the terms and conditions of an advised Export L/C or amendments thereto or of the refusal to accept it by means of providing the Bank with a relevant instruction in the mCN system.
- 4.10 Should the Client not deliver any comments in a manner referred to in item 4.9 within 5 days as of the Export L/C advice date or the Export L/C amendment date, the terms and conditions of such export L/C shall be deemed accepted.

5 Import Collection – Collection advising, placing and executing Orders.

- 5.1 The Bank shall notify the Client, in the mCN system, of the Import Collection and of all amendments thereto.
- 5.2 The User, entitled to authorise Orders for Import Collection may place the following Orders:
 - 5.2.1 Order to pay for documents sent for collection - on the form: Import Collection - Payment Order ,
 - 5.2.2 Other instructions relating to Import Collection, in particular instructions concerning the manner of releasing (delivering) commercial documents - on the form: Import Collection – Other instructions .
- 5.3 The Bank, after executing the Import Collection Payment Order, shall send the paid-up commercial documents by registered mail to the address of the Client, provided that the Client did not file an instruction on a different manner of releasing (delivering) commercial documents.
- 5.4 The Import Collection Payment Order placed at the Bank on a Business Day until 1.00 pm, shall be executed on the date of placing the order, whereas Orders placed after that hour shall be executed on the next Business Day. The Import Collection Payment Order placed at the Bank on a Business Day until 2.00 pm, may be executed on the date of placing the Order subject to additional charge specified in the Tariff. The Import Collection Payment Order placed on a non-business day shall be executed on the first Business Day following the date of placing the order.
- 5.5 The Client declares, that it knows the provisions of the „Uniform Rules for Collections" issued by the International Chamber of Commerce and accepts these provisions and acknowledges that the Bank's responsibility under the execution of the Order related to Import Collection is limited to meeting the conditions listed below, taking into account the provisions included therein:
 - 5.5.1 The Bank shall examine commercial or financial documents in order to make sure that these documents on their face match to the ones listed in the Collection instruction.
 - 5.5.2 The Bank does not assume any obligation or is liable for:
 - 5.5.2.1 the form, sufficiency, accuracy, authenticity, falsification and legal value of any commercial documents,
 - 5.5.2.2 the general and specific terms and conditions listed in the commercial documents or added thereto,
 - 5.5.2.3 conditions concerning the commodity represented by the commercial documents: the definition of their quantity, weight, quality, state, packaging, delivery or value,
 - 5.5.2.4 the good faith of the freighter or any other person.
 - 5.5.3 The Bank's liability shall not cover damages arising from actions taken on the basis of untrue, incorrect or incomplete information provided by the Client in the Import Collection Payment Order, including wrong translations of the goods description and the wrong interpretation of technical terms.
 - 5.5.4 The Bank shall not be liable for the damages caused by circumstances that are beyond the Bank's control, in particular by force majeure or the decisions of relevant state authorities.
 - 5.5.5 The Bank shall not assume any obligation nor is liable for distortions, delay or loss arising from the reasons beyond the Bank's control in the course of forwarding any information by means of any telecommunications means.
 - 5.5.6 While executing orders, the Bank may use the services of another bank. It may do so on the account and at the risk of the Collection drawee. The Bank shall not be liable for default on the orders, even in the case when it has initiated selection of other bank.
 - 5.5.7 The Collection drawee shall assume any obligations and bear consequences arising out of the application of laws and customs binding and prevailing abroad.
 - 5.5.8 The Bank shall collect fees and commissions for servicing the collection in accordance with the applicable Tariff.
 - 5.5.9 To calculate the equivalent of the collection amount the Bank shall use the sell exchange rate as per the "mBank S.A. Exchange Rates".
 - 5.5.10 When executing Import Collection Payment Order, the Bank shall act in accordance with the "Uniform Rules for Collections", provided that the delivering bank did not specify otherwise in its instruction.
 - 5.5.11 As a source of funds to cover the Collection payment, the Import Collection Payment Order shall show funds deposited in the Account maintained in the currency of that Collection, and the Bank shall not execute orders in the case of insufficient funds on the indicated account.

- 5.5.12 The Bank shall release documents in return for payment or paid-out bills of exchange only to the person authorised, indicated in the Import collection Payment Order, upon showing a power of attorney to collect the documents or bills of exchange, signed by persons authorised to file declarations of will in the scope of rights and obligations on behalf of the Collection drawee.
- 5.6 The Client shall notify the Bank of the approval of the terms and conditions of the advised Import Collection or of amendment to the Import Collection or of refusal to accept them, by forwarding a relevant instruction to the Bank in the mCN system.
- 5.7 Should the Client not submit any instruction in a manner referred to in item 5.6 within 5 days as of the Import Collection advice date or the Import Collection amendment date, the terms and conditions of such Import Collection shall be deemed accepted.

6. Outgoing Guarantee - placing and executing Orders.

- 6.1 The User, entitled to authorise Orders on Outgoing Guarantee, subject to point 9.3, may place the following types of Orders concerning the issuance and processing of Outgoing Guarantee:
 - 6.1.1 Order to issue an Outgoing Guarantee, on the form: Outgoing Guarantee – Issuance ,
 - 6.1.2 Order to amend the amount or expiry date of the Outgoing Guarantee, on the form: Outgoing Guarantee – Amendment ,
 - 6.1.3 Other instructions concerning an Outgoing Guarantee, on the form: Outgoing Guarantee – Instruction.
- 6.2 Orders, referred to in point 6.1.1, may apply to:
 - 6.2.1 standard Outgoing Guarantees, i.e. Outgoing Guarantees, which wording in Polish or English complies with the template defined by the Bank, made available to the Client in the mCN system,
 - 6.2.2 non-standard Outgoing Guarantees, with expected content in Polish, English or German inputted by the User in the designated field of the Order form is subject to the Bank's acceptance. A non-standard guarantee under these Regulations means also Bank's aval on a bill of exchange.
- 6.3 The Bank may decide to execute the Order once the following terms and conditions are met:
 - 6.3.1 the Client places an Order, correctly drawn up and authorised, in the mCN system and delivers to the Bank accompanying documents relating to the Order (if required), including the documents referred to in item 2.15 of these Regulations,
 - 6.3.2 the Bank verifies the Order and the accompanying documents mentioned in item 6.3.1 and finds them fully correct, complete and consistent,
 - 6.3.3 the wording of the Outgoing Guarantee is agreed on by the Bank and the Client, considering that this condition may be met by the Client indicating in the Order form the template of standard Guarantee in Polish or English, or by the Bank accepting the wording of non-standard Guarantee in Polish, English or German inputted by the Client in the dedicated field of the Order form, submitted to the Bank in the mCN system,
 - 6.3.4 the Bank respectively verifies or agrees with the Client on the type or sufficiency of the collateral securing Bank's receivables under the Order, the parties agree on the fees and commissions and the respective Guarantee Agreement is concluded (if applicable),
 - 6.3.5 the collateral, accepted by the Bank as security of due repayment of the customer's liabilities towards the Bank under the Order is established – if such collateral is required.
- 6.4 Orders shall be executed by the Bank on Business Days on a first-come-first-served basis, upon fulfilment of conditions, specified in point 6.3.
- 6.5 The Client acknowledges, that when placing and executing Orders on Outgoing Guarantee in the mCN system, the following principles and restrictions apply:
 - 6.5.1 To each Order, submitted in the mCN system, the User may attach electronic files in jpg, pdf or txt format, not exceeding in total 10 MB, in particular a copy of the commercial contract or parts of it, or other documents which include important information related to Outgoing Guarantee applied for,
 - 6.5.2 the Bank may request the Client to submit the original or the paper copy of the contract or another document on which the requested Outgoing Guarantee is based, or other documents relating to Outgoing Guarantee, even if such documents have been delivered by the Client in the mCN system,
 - 6.5.3 the Bank shall verify each Order to issue a standard Guarantee, in accordance with the provisions of point 6.3.2, paying attention to correctness and language cohesion between the content of the Guarantee template, and the data and information, included in respective fields of the Order, from which data is transferred word by word to the Guarantee. When inconsistencies are identified, the Order shall be returned and may be resubmitted in the mCN system, after the Client makes all the necessary corrections, in the scope specified by the Bank,
 - 6.5.4 the wording of a non-standard Guarantee, in Polish, English or German, placed by the User in a designated field of the Order, may be negotiated between the Bank and the Client, in the mCN system,
 - 6.5.5 the Client is obliged to submit his position on the Bank's proposal of the negotiated wording of the Guarantee in the mCN system within 14 days from the date of forwarding such proposal by the Bank. After this time, the Bank may reject the Order, which does not preclude the Client's right to resubmit it,
 - 6.5.6 The Order to issue a Guarantee in a language other than those listed in point 6.5.4 may be submitted in the mCN system subject to the prior Bank's confirmation of the technical possibility to issue a Guarantee in such a language and provided that the Guarantee content is forwarded as a document attached to the Order,
 - 6.5.7 the Client shall place the Order to amend the Guarantee amount or the expiry date on the form Outgoing Guarantee - Amendment, the amendment document, addressed to the Beneficiary, is prepared at the Bank in Polish, English or German, as appropriate to the language of the Guarantee so amended,
 - 6.5.8 if the amendment document of the guarantee amount or expiry date addressed to the Beneficiary is to be issued in any other language than Polish, English or German, the Client shall order such amendment using the form Outgoing Guarantee - instruction,
 - 6.5.9 the Order to amend another Guarantee terms and conditions, including the simultaneous amendment of the amount, expiry date and another guarantee conditions and Orders to amend expiry date to be defined otherwise than by calendar date shall be submitted on the form: Outgoing Guarantee - Instruction,
 - 6.5.10 in the case of Orders which concern avals on bills of exchange, the Client shall deliver original bills of exchange to the branch of the Bank, provided however that each such bill of exchange shall require a separate Order for to issue an Outgoing Guarantee, submitted in the mCN system,
 - 6.5.11 in the case of an Order to issue a bank surety, the Client shall always be required to conclude an individual written agreement with the Bank for surety issuance.

7. Access to banking information on Trade Finance Products

- 7.1 In the mCN system the Bank shall provide to the Client, in particular:
 - 7.1.1 the possibility of monitoring order processing - information on the current Order status,

- 7.1.2 the possibility of reviewing data on active Trade Finance Products,
- 7.1.3 reports predefined in the mCN system,
- 7.1.4 electronically transmitted documents, in particular documents which confirm execution of issuance and amendment Orders and confirmation of payments under Trade Finance Products, as well as relevant SWIFT messages,
- 7.1.5 information about amendments to the Regulations.

8. Amendments to the Regulation

- 8.1 The Bank reserves the right to change the provisions of the Regulations during the term of IBA Agreement.
- 8.2 The Bank shall send the new text of the Regulations or the notification specifying the scope of amendments to the Regulations, together with the effective date of the amendments to the Client by registered mail against confirmation of receipt to the Client's address last known to the Bank, or hand the new Regulations or the notification of the amendments to the Client against acknowledgement of receipt.
- 8.3 The new text of the Regulations or the notification, referred to in point 8.2 may also be delivered through the link (hyperlink) on the mCN system web pages, leading to the mBank Group website containing the text of the amended Regulations. Apart from the link (hyperlink), the mCN system website shall also contain information on the date of publication of the amendments to the Regulations as well as information on the effective date of the amendments. In such a case the Regulations amendment delivery date shall be deemed to be the eighth (8th) day after the publication of the amendments to the Regulations in the mBank Group website.
- 8.4 If the Client does not deliver its statement of will regarding the acceptance of new terms and conditions of the IBA Agreement as resulting from amendments of the Regulations within 14 days as of the receipt date, the Bank shall assume that the Client has accepted the new terms and conditions on the Regulations enforcement date.
- 8.5 Subject to the provisions of point 8.6, refusal to accept the conditions of the Regulations, submitted in writing within 14 days from the date of delivery of the new text of the Regulations or the notification of the change shall be deemed to be the termination of the IBA Agreement by the Client.
- 8.6 Before the amendments to the Regulations delivered to the Client in a manner referred to in points 8.2 or 8.3 come into force, the Client who does not accept such amendments may, in consultation with the Bank, amend the IBA Agreement by resigning from Trade Finance Products in the mCN system.

9. Final Provisions

- 9.1 The Client confirms receipt and acceptance of the provisions of the Regulations through submitting a relevant statement, specified in the Request.
- 9.2 Provisions of the Regulations shall become an integral part of the IBA Agreement as a result of signing relevant statements, specified in the Request, by the authorised representatives of the Client.
- 9.3 The Bank makes it possible for the User to submit Orders via the mCN system and access to the information, referred to in point 7, twenty-four hours, excluding the breaks necessary to perform the maintenance works of the mCN system, of which the Client shall be notified well in advance via the system.
- 9.4 The Bank may suspend providing the services, referred to in the Regulations, for the duration and until repair of the failure of the computer system or telecommunications system of the Bank, making it impossible to provide services of that type.
- 9.5 Suspension of services for the reasons referred to in points 9.3 and 9.4 shall not be a breach of the IBA Agreement.
- 9.6 In cases not regulated herein, the provisions of the IBA Agreement and the IBAA Regulations shall apply.