



**«ING BANK (EURASIA) ZAO»
(Closed Joint Stock Company)**

**«Approved»
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**General director
A.V. Pisaruk**

Corporate Cards Settlement Services Procedure

This **Corporate Cards Settlement Services Procedure** (*the Settlement Services Procedure*) regulates the Services "ING BANK (EURASIA) ZAO" (Closed Joint Stock Company) (*the Bank*) offers to its customer – legal entity – (*the Customer*) who maintains with the Bank a settlement account in Roubles and/or a current account in foreign currency and/or an account for non-resident in Roubles and/or a correspondent account in Roubles or foreign currency for settlements with using the bank cards (each of which – *the Account*).

1. Terms and Definitions

In this Settlement Services Procedure including the Preamble and Annexes the following terms have the meanings assigned to them below:

Automated Teller Machine (ATM) – shall mean a set of hardware and software facilities installed by the Bank and enabling the Bank to provide Bank Cards-based services subject to this Settlement Services Procedure. A Customer/holder shall be supplied with a list of ATMs on request;

corporate card statement - a document which reflects all corporate card transactions within a reference period;

holder – a physical person authorised by the Customer to manage the Account who shall comply with the requirements of this Settlement Services Procedure;

account agreement – an agreement entered into by and between the Bank and the Customer on opening and operation the Account with the Bank;

corporate card – shall mean a plastic bank card of an international payment system issued by the Bank in the name of the holder for the benefit of a Customer subject to this Settlement Services Procedure giving a holder the right to operate the Account. The use of the corporate card is governed by this Procedure, the current law of the Russian Federation and the rules of the respective international payment systems;

General Terms and Conditions – *General Terms and Conditions* approved by the Bank;

persons responsible for documents – the Customer's employees authorised to transfer documents, information and corporate cards between the Bank and the Customer for the purpose of the Services;

Customer Service – a division of the Bank in charge of liaison with the Customer subject to this Settlement Services Procedure;

«**Overdraft**» shall mean an excess of the total amount of Customer's transactions made on the Account over the account balance;

PIN-code – the holder's personal identification number to be notified by the Bank to the Customer by means of delivering in a sealed opaque envelope together with the corporate card; shall be used to make corporate card transactions;

spending limit – an amount of funds determined in accordance with this Settlement Services Procedure for a certain period of time and made available to the holder for corporate card transactions;

Parties – the Bank and the Customer;

«**Account**» shall mean a current account opened for the Customer at the Bank in accordance with this Settlement Services Procedure for performance of operations with use of corporate cards;

HOT LINE - twenty-four-hour Bank supporting service for the purpose of issuing and making settlements through corporate cards. HOT LINE phone: (+7 495) 9334747

Price Schedule for Corporate Customers– Price Schedule including Corporate Cards Transactions approved by the Bank;

Services – the services offered by the Bank to the Customer in accordance with this Settlement Services Procedure for the purpose of issuing and making settlements through corporate cards.

Unless otherwise specified by this Settlement Services Procedure, references to documents contained in this Settlement Services Procedure (including their Annexes) shall mean references to such documents in their current versions.

2. General Provisions

- 2.1. The Bank shall start to provide the Services to the Customer subject to and in accordance with a relevant amendment to the account agreement entered into by and between the Parties.
- 2.2. The requirements to the form of the copies of the documents are set out herein.
- 2.3. The Bank shall be open for the Customer at the following hours:
 - the Customer Service from 9.00 to 17.30 Moscow time, business days;
 - the ATMs - around the clock unless otherwise is provided for by an institution/company on whose premises such ATMs are installed.
- 2.4. The Customer shall duly authorise the persons responsible for documents and provide for their personal details as set forth in Annex 1 hereto. The Customer shall timely update the information on the telephone numbers, e-mail addresses *etc.* of the persons responsible for documents. For the purpose of the Service provided in accordance with this Settlement Services Procedure the persons responsible for documents shall be authorised to transfer between the Bank and the Customer documents, information and corporate cards with PIN-codes.
- 2.5. The holder shall be a person of at least 18 years old unless otherwise is provided for by applicable laws.
- 2.6. All corporate card transactions shall be made by the Bank with withholding amounts of all taxes stipulated by applicable laws.
- 2.7. Authorized persons of the Customer may receive additional information on corporate cards services issues by the phone by providing the Bank via Bank-Client System with code word of the Customer.
- 2.8. Documents provided to the Bank in accordance with hereof, including filled out Bank's forms shall be properly formed, sealed and signed by the Customer's officers who have the right of the first and the second signatures as evidenced by the Customer's signature card with samples of signatures and the seal provided to the Bank for the purpose of managing the Account.

3. Corporate Card and PIN-Code

- 3.1. The Bank shall issue the corporate card in accordance with this Settlement Services Procedure and the Price Schedule for Corporate Customers.
- 3.2. The Bank Card is a property of the Bank and shall be returned to the Bank in cases prescribed by this Settlement Services Procedure. The Bank shall be entitled at its own discretion to stop or suspend the operation of the corporate card, recall the corporate card or decline to reissue or replace it, or issue a new corporate card.
- 3.3. The corporate card's shall bear the following features on its face:
 - a 16-digit corporate card number;
 - the holder's name and surname;
 - the Customer's name; and
 - the expiry date (the corporate card shall be valid through the last day of the month of the year indicated thereon).
- 3.4. The corporate card's shall bear the following features on its reverse:
 - a magnetic strip with overhead information;
 - a signature field for the holder's signature;
 - a 16-digit corporate card number.
- 3.5. A PIN is a supplementary means of protection against unauthorized use of a corporate card. PIN consists of four digits.
- 3.6. In case a Holder forgets his/her PIN the Customer shall submit to the Bank a ***corporate card Reissue Application (Annex 4)***. Rather than reissuing the previous PIN or issuing a new PIN, the Bank shall issue a new corporate card along with a new PIN.
- 3.7. For the purpose of the conduct of corporate card based transactions envisaged by this Procedure, the Bank and the Customer/holder recognize the PIN as an analogue of an autographic signature of the Customer.

4. Issue and Transfer of Corporate Card and PIN-Code

- 4.1. The validity of the corporate card shall be determined in accordance with the Price Schedule for Corporate Customers. Unless stated otherwise in the Price Schedule for Corporate Customers, the corporate card issued as a replacement of a previously issued corporate card (due to its loss or for any other reasons) will have the same validity term.
- 4.2. For the purpose of issuing the corporate card in the name of the holder the Customer (the persons responsible for documents) shall submit to the Bank properly filled out a ***corporate card issue application*** as set forth in Annex 2 hereto and ***reference data confirmation*** as set forth in Annex 3 hereto. For the purpose of issuing the corporate card in the name of the holder – non-resident of the Russian Federation the Customer (the persons responsible for documents) shall submit to the Bank properly formed documents according to the list requested in the Bank.
- 4.3. The Bank shall take its decision concerning the issuance of a corporate card not later than ten (10) business days from the date of the presentation by the Customer of the documents indicated in part 4.2 hereof.

- 4.4. The Bank shall deliver separately the issued corporate card and the PIN-code to the Customer (the persons responsible for documents) to be transferred to the holder. The corporate card and the PIN-code shall be kept by the Customer separately.
- 4.5. The Bank shall reissue the corporate card in the name of the holder and deliver it to the Customer (the persons responsible for documents)/holder within ten (10) business days of the receipt of the properly filled out **corporate card reissue application** as set forth in Annex 4 hereto.
- 4.6. The holder shall be able to use the corporate card after its activation. The holder may use the corporate card two (2) business days after the presentation to the Bank of a properly executed holder's **Acknowledgement of Receipt of Bank Card and PIN-code (Annex 5)**, as well as the confirmation of its receipt calling HOT LINE phone (since 09:00 till 20:00 Moscow time, business days).
- 4.7. The corporate card may be reissued at the Bank's discretion prior to the date of its expiration.
- 4.8. In case of damage the corporate card shall be reissued by the Bank.

The Bank charges the Customer for the corporate card reissue in accordance with the Price Schedule for Corporate Customers.

5. Corporate Card Services

- 5.1. The Bank may refuse to authorize a corporate card-based transaction in case it exceeds the spending limits, Account balance or in case the Bank has reasons to believe that such transaction may be illegal or fraudulent or not comply with the terms of this Settlement Services Procedure. The Bank may also refuse to authorize a corporate card-based transaction in case it is making within systematic or recovery works with equipment/software used by the Bank for authorization.
- 5.2. The corporate card spending limits shall be determined by the Price Schedule for Corporate Customers .
- 5.3. To change spending limits established for the corporate card the Customer shall submit to the Bank a properly filled out and signed **Changing Limits Application (Annex 6)** also using Bank-Client System.
- 5.4. The Bank shall take decision to change the spending limits and, in case the Bank takes a positive decision, an update of the spending limits applying to the corporate card shall take effect for the holder on the third business day following the day of the presentation to the Bank of a properly filled out and signed **changing limits application**.
- 5.5. The corporate card may be used by holder to make cashless payments for goods and services at all the authorized entities and organizations accepting \cards of the particular type, to withdraw cash at banking institutions and using the ATM network and to perform other transactions envisaged by this Settlement Services Procedure. A card-based transaction is any transaction, including transactions involving the use of the card number, transactions involving payment of ordered goods or services or booking goods or services, or cash withdrawal transactions.
- 5.6. Corporate card may be used to make the following transactions:

- 5.6.1. to receive cash in Roubles for the purpose of settlements in the Russian Federation in accordance with the procedure set by the Central Bank of the Russian Federation and related to the economic activities of the Customer in the Russian Federation as well as for the purpose of payments related to Rouble expenses on travelling and representation expenses within the Russian Federation;
- 5.6.2. to make non-cash payments in Roubles related to the economic activities of the Customer in the Russian Federation including travelling and representation expenses within the Russian Federation;
- 5.6.3. other Rouble transactions in the Russian Federation in respect of which there is no prohibition (restriction) under the laws of Russian Federation including legal acts of the Bank of Russia;
- 5.6.4. to receive cash in foreign currency outside the Russian Federation for payment of travelling and representation expenses ;
- 5.6.5. to make non-cash payments in foreign currency outside the Russian Federation for payment of travelling and representation expenses ;
- 5.6.6. other transactions in foreign currency under the currency law of the Russian Federation.
- 5.7. During the payment of goods and services or cash withdrawal at cash disbursement points with the use of the corporate card a holder shall sign a receipt carrying an impression of the Card (a slip) or an electronic terminal printout (receipt), satisfying himself/herself in advance that this document states correctly all the transaction details. A holder shall bear full responsibility for the accuracy of the details stated in the receipt. The fact of transaction is verified by the holder's signature on the receipt. The Customer/holder shall keep all the documents confirming corporate card-based transactions until the receipt of Account statement relating to the reporting period and submit them to the Bank upon request for settlement of any disputes.
- 5.8. During the payment processing a Seller (a cashier) shall be entitled to request a proof of identity of the holder.
- 5.9. During the use of ATMs and some other electronic devices the authority of the holder shall be proved by a correct entry of a PIN.
- 5.10. The Bank shall not be liable for any holder's inability to use the corporate card in situations beyond its control and related to any failures in the operation of external systems, merchants' refusals to accept the card or errors occurring through the fault of third parties.
- 5.11. In case an ATM doesn't return a holder his/her corporate card/doesn't withdraw/hold up money during an ATM cash withdrawal, the Customer/holder shall make an inquiry about the reasons for the pick-up of the corporate card to the bank-owner of the ATM and/or to the Bank.
- 5.12. Non-validity of Corporate Card.
 - 5.12.1. In case a corporate card is lost or stolen, or there are reasons to believe that the corporate card was conterefted or used by unauthorized persons, the Customer/holder shall immediately make the corporate card Non-validity calling HOT LINE phone: +7 495) 933 4747 to block the corporate card. For this purpose the Customer/holder shall provide the following information:
 - the holder's name, patronymic name and surname;
 - the password (the holder's mother's maiden name);

- the number of the holder's corporate card (if possible);
 - other details requested by the Bank for the purpose of identifying the Customer/holder.
- 5.12.2. A corporate card is blocked following a Customer's/holder's request to the Bank for corporate card blocking in accordance with par. 5.12.1 of this Procedure. In case the Bank receives any requests to authorize transactions with the use of a blocked corporate card, the Bank declines authorization for such transactions.
- 5.12.3. Any oral request received by the Bank from a Customer/holder in accordance with par. 5.12.1. of this Procedure shall constitute a sufficient ground for the Bank to block the corporate card and charge a blocking fee in accordance with the Price Schedule for Corporate Customers
- 5.12.4. After corporate card blocking in accordance with par. 5.12.1. of this Procedure a Customer shall provide the Bank in written with the *corporate card non-validity application (Annex 7)* or by fax number (+7 495) 933 4748.
- 5.12.5. Since the moment the corporate card is lost or stolen, or there are reasons to believe that the corporate card was counterfeited or used by unauthorized persons till the moment of making by the Customer/holder a corporate card blocking application at the Bank, the Customer/holder shall undertake a responsibility in connection with the use of such corporate card
- 5.12.6. In case a Customer/holder discovers a corporate card which was previously blocked in accordance with par. 5.12.1 of this Procedure, such Customer/holder shall immediately advise the Bank thereof using the telephone number stated in par. 5.12.1. of this Procedure and surrender the discovered corporate card to the Bank. A corporate card which was previously blocked can't be unblocked.
- 5.12.7. The Customer authorises the Bank to charge directly the Customer's accounts opened with the Bank for costs incurred by the Bank through the withdrawal of the blocked or non-valid corporate cards without any further authorization from the Customer.

6. Rules of the use of a Corporate Card and PIN

- 6.1. Under no circumstances shall a Customer (persons responsible for documents)/holder be allowed to deliver a corporate card to third parties
- 6.2. To ensure the security of corporate card-based transactions, a holder is not allowed to disclose his/her PIN to third parties (including the Bank's staff), write it down on the corporate card or store it together with the corporate card.
- 6.3. A Customer/holder is prohibited from disclosing the number of the corporate card to any persons, other than during the use of the corporate card for the payment for (ordering or booking of) goods and services in accordance with par. 5.5 of this Settlement Services Procedure.
- 6.4. Customer (persons responsible for documents)/holder shall observe the following rules of safe storage of a corporate card::
- not to leave the corporate card near the sources of open fire;
 - not to leave the corporate card close to household or other devices whose radiation or magnetic fields may distort information recorded on the corporate card's magnetic stripe, and not to store the corporate card close to metallic objects;

- not to allow contamination of the corporate card's magnetic stripe;
 - not to expose the corporate card to prolonged effect of direct sunlight;
 - not to put on corporate card heavy articles or permit other mechanical impact on the corporate card.
- 6.5. A Customer shall be liable for the observance of the provisions of this Settlement Services Procedure concerning the corporate card-related service. A Customer shall ensure compliance with the above provisions of the Procedure by the holder and bear full responsibility for the actions (failure to act) of the holder.
- 6.6. In case of a violation by a Customer (persons responsible for documents)/holder of any provision of this Settlement Services Procedure, the Bank reserves its right to suspend/terminate at its own discretion the use of corporate cards by such Customer/holder.
- 6.7. A Customer (persons responsible for documents)/holder shall take all the possible precautions to prevent the loss or unauthorized use of the Bank Card and/or PIN.
- 6.8. In case of charge to a Customer's account as a result of an unauthorized use of the corporate card/PIN by third parties, the Bank's liability shall be established in accordance with the current law of the Russian Federation.

7. Corporate Card Return

- 7.1. The corporate card shall be returned to the Bank in case of termination of the relevant amendment to the account agreement under which the Services are provided or termination of the account agreement not later than 30 (thirty) days prior to the expected termination.
- 7.2. The corporate card shall be returned to the Bank in case of re-issue of the corporate card for any reason (including, without limitation, its damage, a declaration of unauthorized use, etc.), except for the case of the expiry of the effective period of the corporate card. Upon the expiry of the corporate card's effective period the Customer/holder shall destroy the corporate card by shredding/return the corporate card to the Bank.
- 7.3. In case of termination of the holder's employment the Customer shall block the corporate card and in the evidencing of blocking to provide the Bank with Corporate card closing application (Annex 8) and with a notification letter on the holder's employment termination. The corporate card of such holder shall be returned to the Bank within 10 (ten) business days since the day of blocking. A corporate card which was previously blocked can't be unblocked. In case the corporate card wasn't provided to the Bank within indicated period it shall be deemed lost which is a sufficient ground for charge a blocking fee in accordance with Price Schedule for Corporate Customers.
- 7.4. Should a Customer/holder fail to comply with the obligations envisaged in par. 7.1-7.3. of this Settlement Services Procedure, the Bank shall not undertake any responsibility in connection with the use of the corporate card which is subject to return or destruction.

8. Account Services

- 8.1. Save for as provided herein all corporate card-based transactions shall be made through the Account.

- 8.2. The Customer may credit the Account by means of a bank transfer from the settlement/current/K account maintained by the Customer in the currency of the Account.
- 8.3. For the purpose of using corporate cards the Customer should as long as the Services are provided ensure that the balance in the Account is at least equal to the spending limit per month set forth for all corporate cards issued to the Customer. In the event of spending of moneys by the Customer/holder of the corporate card for unknown purposes or in the event of indebtedness of the holder before the Customer, the order of indebtedness redemption shall be agreed additionally by the parties (the holder of the corporate card and the Customer).
- 8.4. Irrespective of the set spending limits for corporate card-based transactions the Customer/holder shall make transactions on the Account within the limits of the balance of funds maintained on the Account and not permit overdrafts on the Account.
- 8.5. In case of an overdraft on the Account, a Customer shall promptly transfer to the Account funds sufficient to cover the amount owed to the Bank as a result of the overdraft occurring on the Account. The Customer shall be liable to the Bank for the reimbursement to the Bank of such amount in accordance with the Russian Federation law. Should one of the Accounts become overdrawn, the Bank shall be entitled to debit with the amount owed to the Bank as a result of such overdraft any of the Customer's Accounts maintained with the Bank and carrying positive balance, without Customer's prior consent.
- 8.6. If the currency of the transaction made with the use of the corporate card is different from the Account currency, debiting/crediting of funds to the Customer's Card Account shall be effected at the rate fixed by the Payment System and/or Bank.
- 8.7. To confirm the movement of funds on the Account, the Bank shall provide to the Customer Account statements. The Bank shall provide the Customer (the persons responsible for documents) with corporate card statements two (2) times per month as well as daily by the Bank-Client System.
- 8.8. In case of any disagreement concerning the transactions reported, the Customer/holder shall promptly, not later than ten (10) calendar days from the date of the presentation of Account statement in accordance with the current law of the Russian Federation and this Procedure, submit to the Bank objections in writing. Should the Customer/holder fail to state objections in the manner specified in this clause, the balance of funds and the transactions made on the Account shall be deemed to have been confirmed.
- 8.9. In case of any disagreement concerning the transactions reported the Bank reimburses the funds charged from the Customer's Account after consideration objections in writing and under the condition the reimbursement is approved by the Bank.
- 8.10. In case of termination of the relevant amendment to the account agreement under which the Services are provided or termination of the account agreement and there are no disputed payments the Bank shall return the balance of funds to the Customer upon the expiry of thirty five (35) calendar days from the date of the return of the corporate cards and providing a properly filled out and signed ***corporate card closing application*** and ***account closing application***. Further Account closure actions are made subject to internal Bank's procedure.
- 8.11. Attachment of the Customer's funds, suspension of transactions on the Account and forfeiture of funds maintained on the Customer's Account, as well as a confiscation of such funds can take

place in cases envisaged and in the manner prescribed by the Russian Federation law. In this case the Bank shall not incur any liability for the losses caused to the Customer as a result of an attachment, suspension of transactions on the Account or forfeiture of the funds maintained on the Account, or as a result of their confiscation.

9. Liability

- 9.1. The Bank shall be liable to the Customer for non-fulfilment or improper fulfilment of its obligations hereunder provided such non-fulfilment or improper fulfilment have resulted from the Bank's fault. The Bank shall be liable to the extent of the actual damages. None of the provisions hereof may be interpreted in prejudice of the principle of liability set forth in this Clause 9.1.
- 9.2. Without prejudice to Clause 9.1 hereof the Bank shall not be liable for delay in manufacturing and issuing the corporate cards if such delay has been caused by inaccurate or erroneous documents provided by the Customer (the persons responsible for documents) in accordance with this Settlement Services Procedure.
- 9.3. Without prejudice to liability provisions stipulated by other Parties' agreements for the purpose of the Services the Customer shall be liable to the extent of the loss incurred by the Bank due to inaccurate/inadequate information on the holder in the *reference data confirmation*.

10. Closing Provisions

- 10.1. The Bank shall be entitled to unilaterally amend this Settlement Services Procedure and the Price Schedule for Corporate Customers. The Bank may unilaterally amend this Settlement Services Procedure by notice the Customer in a written to where all such amendments are to be set out. Such amendments shall become effective and mandatory for the Bank and the Customer ten (10) business days after their approval by the Bank. In case such amendments are due to respective amendments in the current law of the Russian Federation, they shall take effect and become mandatory for the Bank and the Customer immediately after their approval by the Bank.
- 10.2. In case such amendments are unacceptable to the Customer it may refuse to receive the Services subject to a three (3) business days notice to the Bank of the receipt of the Bank's notice of the amendments. After such notice is sent the Customer shall provide the Bank within 2 (two) weeks with all documents pursuant to p. 8.10. hereof. In this case the amendments to the Settlement Services Procedure will not come into force until the relevant Services amendment to the account agreement entered into by and between the Parties has been terminated or twenty (20) business days has expired of the Bank's notice of the amendments subject to whatever occurs earlier.
- 10.3. This Settlement Services Procedure are made in Russian and English language. In case of any discrepancies between the Russian and English versions of this Settlement Services Procedure, the Russian version shall prevail.