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# **Individual Services Procedure (for Residents and Non-Residents)**

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These *Individual Services Procedure (for Residents and Non-Residents)* (the «*Procedure*») govern the provision of service by **ING BANK (EURASIA) ZAO (CLOSED JOINT-STOCK-COMPANY)** (the «**Bank**») to a Bank's individual customer maintaining an Account (Accounts) with the Bank (the «**Customer**»), as well as an individual who was issued the Bank's card without opening an account (the «**Supplementary Card Holder**»).

## 1. Terms and definitions

The terms and definitions used in this Procedure (including their Annexes constituting an integral part of this Procedure) shall have the following meanings:

«**Bank Card (Bank Cards)**» shall mean a Card (Cards) and/or ING Bank Card;

«**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 Procedure. A Customer/Holder shall be supplied with a list of ATMs on request.

ATMs provide around-the-clock service to a Customer/Supplementary Card Holder, unless any other procedure for accessing ATMs is established by the entities/organizations on whose premises they are installed, whereof a Customer/ Supplementary Card Holder shall be further advised on request;

«**External transfer (payment)**» shall mean a bank transfer of funds to the Customer's Account from an account at another bank or from the Customer's Account to an account at another bank;

«**Internal transfer (payment)**» shall mean a transfer of funds to the Customer's Account from another account opened at the Bank for the benefit of another customer or from the Customer's Account to an account opened at the Bank for the benefit of another customer, or from one Customer's Account to his/her another Account, opened for the benefit of the Customer at the Bank in the same currency;

«**Account statement**» shall mean a document compiled by the Bank and reporting all the transactions made on the Customer's Account over the respective period. The statement shall include details required by the Central Bank of the Russian Federation, as well as brief description and internal registration numbers of documents;

«**Deposit**» shall mean funds deposited by a Customer with the Bank for a specific period of time subject to this Procedure, insured in the manner, to the amount and on the terms established by the Federal law «On the insurance of individual

customer deposits with the banks of the Russian Federation».

The insurance shall not apply to funds

- deposited on the bank accounts of individuals engaging in business activities as unincorporated entrepreneurs, where such accounts are established in connection with such activity;
- placed by individuals into sight bank accounts, including accounts certified by a saving certificate and/or bearer's savings passbook;
- placed by individuals in trust with banks;
- deposited with the branches of the banks of the Russian Federation located outside the Russian Federation territory.

«**Agreement on Opening and Operation of Account**» shall mean an agreement for opening and operation of an Account executed by the Parties and based on the Bank's model form;

«**Application for Opening an Account**» shall mean an application for opening an account made in accordance with the Bank's model Application for Opening an Account form;

«**Card**» shall mean a plastic bank card of an international payment system issued by the Bank for the benefit of a Customer/Supplementary Card Holder subject to this Procedure. The use of the card is governed by this Procedure, the current law of the Russian Federation and the rules of the respective international payment systems;

«**ING Bank Card**» shall mean a plastic bank card issued by the Bank to a Customer subject to this Procedure. The use of the ING Bank card shall be governed by this Procedure and the current law of the Russian Federation;

«**Commission fee**» shall mean commission fees, charges and other amounts charged by the Bank to a Customer for the services provided to a Customer/Supplementary Card Holder in the amount and the manner prescribed by the Price Schedule for Private Customers;

«**Conversion transaction**» shall mean a Customer's transaction involving purchase/sale by a Customer of foreign currency for roubles or another foreign currency;

«**Correspondence**» shall mean any notification (including that of updating this Procedure, Price Schedule for Private Customers, Deposit Terms and General Terms by the Bank), account statements or any other communication or document which is

required to be compiled and submitted by the Bank to a Customer/Supplementary Card Holder in written form subject to this Procedure;

«**Moscow region**» shall mean the city of Moscow and the Moscow region;

«**Non-resident**» shall mean an individual who is not a resident of the Russian Federation for the purposes of the current foreign currency regulation and control law;

«**Exchange office**» shall mean a Bank's structural unit registered in accordance with the current law of the Russian Federation and providing service to a Customer/Supplementary Card Holder in conducting cash transactions envisaged by this Procedure. A list of Exchange offices shall be available to a Customer/Supplementary Card Holder on request. An Exchange office shall provide service to a Customer/Supplementary Card Holder in accordance with the schedule established by the Bank for each Exchange office;

«**General Terms**» shall mean the General Terms of Customer Service adopted by the Bank;

«**Currency Control Department**» shall mean a structural unit of the Bank responsible for the currency control of the transactions of Customer/Supplementary Card Holder made on the Account and/or with the use of the Bank Card;

«**Cash Department**» shall mean the Bank's structural unit providing service to a Customer/Supplementary Card Holder for the purposes of cash transactions envisaged by this Procedure.

The Cash Department shall provide service to Customer/Supplementary Card Holder from 9.30 to 15.00, Moscow time, during business days;

«**Retail Customer Service Department**» shall mean a structural unit of the Bank responsible for the relationship with a Customer in connection with the Account and the actual provision of service to a Customer/Supplementary Card Holder for the performance of transactions envisaged by this Procedure.

The Retail Customer Service Department shall provide service to Customer/Supplementary Card Holder from 9.00 to 17.30, Moscow time, during business days;

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

«**PIN**» shall mean personal identification number of a Customer/Supplementary Card Holder handed to a

Customer/Supplementary Card Holder by the Bank in a sealed nontransparent envelope along with the Bank Card and used by a Customer/Supplementary Card Holder in conducting Bank Card-based transactions envisaged by this Procedure;

«**Payment System**» shall mean «VISA International» international payment system;

«**Payment (transfer) without conversion**» shall mean a Customer's payment where a currency of payment is the same as the currency of the Customer's Account;

«**Payment (transfer) with conversion**» shall mean a Customer's payment where a currency of the payment is different from the currency of the Customer's Account, provided that both currencies, the currency of the payment and the currency of the Customer's Account, are different from the currency of the Russian Federation;

«**Business Day**» shall mean a working day in accordance with the current law of the Russian Federation and the Bank's internal regulations, when the Bank is open for the purposes of the provision of service to a Customer/Supplementary Card Holder;

«**Order**» shall mean a payment order/instruction, a Conversion Application, a credit order for the payment of cash into the Account, a debit order for the withdrawal of cash from the Account, as well as any other instruction or instrument submitted by a Customer/Supplementary Card Holder to the Bank for the purpose of processing a transaction or receiving the Bank's service envisaged by this Procedure;

«**Resident**» shall mean an individual who is a resident of the Russian Federation for the purposes of the current foreign currency regulation and control law;

«**Inquiry application**» shall mean a document compiled by the Bank, containing information on the accounts and transactions of a Customer/Supplementary Card Holder and issued by the Bank on a respective written request of a Customer/Supplementary Card Holder;

«**Standard instruction**» shall mean an instruction given by a Customer to the Bank for the execution of a specific transaction (transactions) subject to occurrence of events specified by the Customer, such as the end of the business day, availability of a particular balance of funds on the Account, specified day of the month etc. A Standard instruction shall be executed in accordance with a form established by the Bank and remain valid until a new instruction is given by the Customer. A Standard instruction is

equivalent in its effect to a Customer giving the Bank several similar instructions;

«**Parties**» shall mean the Bank and the Customer;

«**Account (Accounts)**» shall mean, unless otherwise specified by this Procedure, any type of account (accounts) which may be opened by the Customer at the Bank subject to this Procedure;

«**ING Bank Account**» shall mean an ING Bank current account opened for a Customer at the Bank in roubles subject to this Procedure for the purposes of the use of an ING Bank Card;

«**Card Account**» shall mean a current account opened for the Customer at the Bank in roubles or foreign currency in accordance with this Procedure for performance of operations with use of Bank Cards;

«**Current Account**» shall mean an account in roubles or foreign currency opened for the benefit of the Customer at the Bank subject to this Procedure for payment transactions not related to business activity.

«**Price Schedule for Private Customers**» shall mean price schedule applying to individual customers, which are established by the Bank and constitute an integral part of this Procedure;

«**Deposit Terms**» shall mean terms of the deposit of funds by individuals, as adopted by the Bank;

«**Electronic Communications System**» shall mean software and hardware systems and communication facilities enabling exchange of documents/instructions signed/verified by analogues of autographic signature between parties participating in such system, and unique identification of a sender of such documents/instructions (electronic banking systems, including those using Internet, ATM, telephone and other facilities).

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

## 2. General provisions

2.1. This Procedure regulate the service provided in connection with a Customer's/Supplementary Card Holder's transactions involving movement of funds on Accounts, deposit transactions and withdrawal of cash from Accounts.

2.2. A Customer can be either a Resident operating in full legal capacity and holding an internal regular passport of a citizen of the Russian Federation issued

under the current provisions of the Russian Federation law, a citizen of a foreign state holding a permit of residence in the Russian Federation, or a stateless citizen, or a Non-resident having completed eighteen years of age, holding a national travelling passport of a foreign state or other identification document recognized as such by the Russian Federation, with an entry visa issued by a respective diplomatic mission or consular office of the Russian Federation outside the Russian Federation, or by a unit of the Ministry of the Interior or the Ministry of Foreign Affairs of the Russian Federation, unless otherwise prescribed by the current law of the Russian Federation.

An Supplementary Card Holder can be a Resident having completed fourteen years of age, holding an internal regular passport of a citizen of the Russian Federation issued under the current provisions of the Russian Federation law, a citizen of a foreign state holding a permit of residence in the Russian Federation, or a stateless citizen, or a Non-resident having completed fourteen years of age, holding a document as prescribed above in this clause for a Non-resident Customer.

Except as otherwise stated herein, in the provision of service to a Customer/Supplementary Card Holder in accordance with this Procedure, the Bank shall require the Customer/Supplementary Card Holder to produce an identification document as described above in this clause.

2.3. Standard service to a Customer/Supplementary Card Holder shall be provided by the Bank on the basis of paper document flow, the requirements in respect of the submitted copies of instructions being stated in Section 15 of this Procedure. The forms of documents are provided in Annexes to this Procedure.

2.4. A Customer's signature on a signature card made out in accordance with the current law of the Russian Federation shall be recognized by the Bank as a specimen of the Customer's autographic signature.

2.5 A signature of a Resident Supplementary Card Holder on the **Reference Data Confirmation (Annex 3)** and a signature of a Non-Resident Supplementary Card Holder on the **Information List on the Banking Account of the Private Customer - Non-Resident Opened with the Authorised Bank (Annex 3A)** shall be recognized by the Bank as an autographic signature of the Supplementary Card Holder.

### 3. Opening of accounts and account service

3.1. The Bank may open the following types of accounts for Resident Customers:

- ING Bank Account (in roubles);
- Card Account (in roubles and foreign currency);
- Current Account (in roubles and foreign currency);

3.2. The Bank may open the following types of accounts for Non-Resident Customers:

- ING Bank Account (in roubles);
- Card Account (in roubles and foreign currency);
- Current Account (in roubles and foreign currency);

3.3. To open accounts with the Bank, an applicant shall submit to the Bank the following properly filled out documents:

- *Application for Opening an Account (Annex 4)*,
- two (2) copies of *Agreement on Opening and Operation of Account (Annex 1)* signed by the applicant, and
- other documents stipulated in **Annex 2**.
- To open a Current Account/Card Account, a Non-Resident Customer, further to the above documents, shall submit to the Bank a properly filled out *Information List on the Banking Account of the Private Customer - Non-Resident Opened with the Authorised Bank (Annex 3A)*.

3.4. The Bank shall take its decision on the Application for Opening an Account not later than ten (10) business days from the presentation by the applicant of the documents indicated in par. 3.3. of this Procedure.

3.5. In case the account opening is approved, the Bank shall sign and hand to the applicant an *Notification of Account Opening (Annex 5)*.

3.6. A Customer may not use the Account before the business day following the day of opening the Account, as indicated in the *Notification of Account Opening*.

3.7. The Account (Accounts) may be used by the Customer/Supplementary Card Holder for transactions featuring on the **Account regime (Annex 20)**.

3.8. An ING Bank account shall be operated through the use of ING Bank card issued to the

Customer/Cardholder upon request. After the opening of ING Bank account the Bank shall issue to the Customer an ING Bank card which is necessary for the management of the ING Bank account.

A Card Account is managed through the use of VISA card issued to the Customer/Cardholder upon request. At the opening of a Card Account the Bank shall issue to the Customer/ Supplementary Cardholder a card (cards) which is (are) necessary for the management of the Card Account.

3.9. A Customer/Supplementary Cardholder 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. 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.

Should the Customer/Supplementary Card Holder fail to repay the liability owed to the Bank as a result of the overdraft on an Account for one month from the date of the generation of the Account statement, the Bank shall be entitled to block the Bank Card and declare it invalid. All the Bank's costs relating to recalling the card shall be borne by the Customer.

3.10. To confirm the movement of funds on the Account, the Bank shall provide to the Customer Account statements. Account statements issued by the Bank shall cover a calendar month. A statement shall be issued by the Bank not later than on the month following the reporting month.

The Account statement can be provided by the Bank to the Customer in one of the following ways: at the Customer's option: (i) in original; the Customer or his/her duly authorized representative has to apply to the Retail Customer Service Department (ii) in electronic form at the e-mail address stated in the *Reference Data Confirmation (Annex 3)* by filling out the appropriate field or in the *Account statements application for e-mail delivery* formalizing by the Customer in the Bank (**Annex 21**).

Obtaining a statement in the paper form, the Customer or his/her duly authorized representative shall certify its receipt by his/her signature.

In case of any disagreement concerning the transactions reported, the Customer 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 his/her objections in writing.

Should the Customer fail to state his/her 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.

Supplementary Account statements may be provided by the Bank only upon a Customer's written request. References relating to a Customer's/Supplementary Card Holder's accounts and transactions shall be also issued upon the Customer's written ***Inquiry Application (Annex 6)***, not later than two (2) business days from the moment of the receipt of such ***Inquiry Application*** by the Bank. Such a request shall operate as a justification for the Bank to charge the Customer a fee at the rate stated in the Price Schedule for Private Customers.

3.11. Unless stated otherwise in this Procedure, third parties shall only be allowed to use a Customer's Account subject to the Customer presenting to the Bank a power of attorney executed in accordance with the current law of the Russian Federation.

Such a power of attorney shall be deemed to have been presented to the Bank after it is approved by the Bank. The Bank shall be under an obligation to examine the documents received from the Customer not later than the business day following the day of their receipt.

3.12. ***An Agreement on Opening and Operation of Account*** shall operate for one (1) year from the date of its execution, unless stated otherwise in the Agreement on Opening and Operation of Account. In case the Customer doesn't indicate its wish to terminate the Agreement on Opening and Operation of Account by a written notice given one (1) month before its respective expiry date, the Agreement on Opening and Operation of Account shall be deemed to have been extended for the next year. In case the Customer indicates its wish to terminate the Agreement on Opening and Operation of Account in the manner prescribed by this clause, the Agreement on Opening and Operation of Account shall be terminated, and the funds shall be returned as follows:

3.12.1. In case of a closure of a Card Account and a ING Bank Account, provided 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 card and all the Supplementary cards to the Bank (or upon the expiry of thirty five

(35) calendar days from the date of the expiry of the effective period of the primary card and Supplementary cards) by a wire transfer of funds in accordance with the payment details stated by the Customer in the ***Application for Bank Account Closing (Annex 7)***, or by issuance of the funds to the Customer in cash through the Bank's cashier's office.

3.12.2. In case of a closure of all the accounts listed in paragraphs 3.1 and 3.2. (except for the Card Account and the ING Bank Account) and should an Account carry a balance, the Customer shall be liable to withdraw/transfer all the funds from the Account within one (1) month from the date of the effective period of the Agreement on Opening and Operation of Account, in the manner indicated in the Account regime (Annex 20).

3.13. Funds transferred to the Bank for the benefit of the Customer after the closure of all the Customer's Accounts shall be returned to the sender's account at the servicing bank in the manner and in accordance with the timeframe prescribed by the current law of the Russian Federation.

Payment documents received by the Bank during that period shall be returned to the servicing bank for delivery to the sender (claimant) with a note that the payment documents are returned without execution due to the closure of the Customer's Accounts with the Bank, in the manner and in accordance with the timeframe prescribed by the current law of the Russian Federation.

3.14. 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.

3.15. In case the Customer's Account carries funds which are attached in accordance with the current law, the Bank shall not be allowed to close the Customers' Account before the Bank receives documents certifying the release of such funds from attachment, as prescribed by the current law of the Russian Federation.

3.16. The Agreement on Opening and Operation of Account will be terminated by the Bank by default in case there is no movement on the Customer's Account opened with the Bank for a period of two (2) years, provided that the balance of funds on the

Account will not exceed Ten (10) US dollars, or an equivalent of this amount in the currency of the Account. Termination of the Agreement on Opening and Operation of Account subject to this clause is a justification for the closure of the Customer's Account. Upon an occurrence of circumstances described in this clause resulting in the termination of the Agreement on Opening and Operation of Account by the Bank, the Customer shall be deemed to have instructed the Bank, without further instructions on his/her part, to charge to the Customer's Account an amount of the Account closing fee at the rate indicated in the current Price Schedule for Private Customers.

#### 4. Instructions execution procedures

4.1. When executing a Customer's/Supplementary Card Holder's instructions, the Bank shall not modify (amend) any details submitted by the Customer, except for the cases described in this Procedure.

4.2. Where the execution of a Customer's/Supplementary Card Holder's instruction proves impossible, the Bank shall apply its reasonable efforts to notify the Customer/Supplementary Card Holder thereof using the telephone number indicated in the **Reference Data Confirmation** not later than the next business day from the day of the receipt of the instruction by the Bank, stating the reasons for its failure to execute the instruction. Such reasons include, without limitation, the following:

- provision of incorrect or inaccurate details (names, account numbers, keys, codes etc.) in the instructions or use of inappropriate forms;
- illegibility of information in the instructions;
- insufficient funds on the Account for the execution of the instruction;
- attachment of the Account or suspension of movement on the Account by a court judgement, order of investigative agency or other competent body in accordance with the current law of the Russian Federation;
- force-majeure circumstances (as described in the General Terms);
- non-compliance of the instruction with the requirements of the foreign currency regulation and control law.

#### 5. Payment transactions

5.1. Payment transaction service shall be provided to a Customer/Supplementary Card Holder by the Retail Customer Service Department.

##### 5.2. *Crediting funds to Account*

5.2.1. Funds become available to a Customer/Supplementary Card Holder not later than the next business day after they are credited to the Account.

5.2.2. In case of an external transfer the funds shall be credited to a Customer's Account only after the respective amount was credited to the Bank's correspondent account and subject to availability and accuracy of all the appropriate documents confirming the legality of the receipt by the Customer of the respective funds. In case funds are credited to a Customer's Foreign Currency Account in a currency which is different from the Account Currency, the Customer shall be deemed to have instructed the Bank to credit funds to that Account after their conversion at the Bank's internal rate of conversion effective on the date of crediting, without further authorization. Crediting of funds to a Customer's Account as a result of an internal transfer shall be effected subject to availability and accuracy of all the appropriate documents confirming the legality of the receipt by the Customer of the respective funds. The Customer's Account statement shall serve as a proof of actual crediting of the funds to the Customer's Account.

5.2.3. In case funds are credited to the Customer's Account as a result of a technical error of the Bank or for any other similar reason, the respective entry to the credit of the Account shall be cancelled by the Bank forthwith, without any specific instructions on the part of the Customer. In case the Account doesn't carry funds sufficient for the Bank to execute the steps described in this clause, the Customer shall transfer to the Account funds sufficient for the execution of such steps by the Bank not later than the business day following the day of the receipt of the respective written notice from the Bank.

##### 5.3. *Funds transfers (payments) from the Account*

5.3.1. The Bank shall conduct transfer of funds (payment) in roubles from the Customer's Account on the basis of a **payment order** issued in accordance with the form established by the Central Bank of the Russian Federation (**Annex 8**).

The Bank shall effect a transfer of funds (payment) in foreign currency from the Account based on an **instruction (Annex 9)**.

5.3.2. A **payment order/instruction** shall be accepted by the Bank subject to indication by the Customer of all the required information and details and presence of a signature of the person authorized to use the Account. Insufficiency of funds for the execution of a **payment order/instruction** on the Account shall justify the Bank's rejection of **payment order/instruction**.

The Bank shall execute a **payment order/instruction** only after an examination of all the prerequisites for the execution of payment (compliance with the current law, conformity between the payment details and the sequence codes, effective period of the **payment order/instruction** etc.) and subject to sufficiency of funds on the Customer's Account.

The Bank shall notify a Customer of the insufficiency of funds on the Customer's Account for the execution of the **payment order/instruction** immediately after its presentation, or make reasonable efforts to advise the Customer thereof using the telephone number stated in the **Reference Data Confirmation** submitted by the Customer to the Bank.

5.3.3. A Customer shall be entitled to submit to the Bank a written stop order. Such a stop order shall serve as a justification for the Bank to charge the Customer a fee at the rate stated in the Price Schedule for Private Customers.

5.3.4. The terms of the transfer of funds from a Customer's Account shall be based on the time of the presentation of the **payment order/instruction** to the Bank, as well as the geographical region of the payee, the possibility for the payee's bank to participate in the interregional clearing and settlement system and the currency of the payment. The date of debiting funds to a Customer's Account shall be the same as the date of debiting funds to the respective correspondent account of the Bank.

5.3.5. Where an instruction for an internal transfer is presented by a Customer to the Bank before 14.00 Moscow time, the Bank shall execute the Customer's instruction on the same business day. Where an instruction for an internal transfer is presented by a Customer to the Bank after 14.00 Moscow time, the Bank shall execute the Customer's instruction on the next business day.

5.3.6. Where a payment order/instruction for a transfer of funds in roubles or US dollars is presented by a Customer to the Bank before 14.00

Moscow time, the Bank shall execute the Customer's instruction not later than the next business day. Where an instruction for an external transfer of funds in roubles or US dollars is presented by a Customer to the Bank after 14.00 Moscow time, the Bank shall execute the Customer's instruction on the next business day.

5.3.7. Transfers in foreign currencies other than the US dollars shall be effected by the Bank not later than the third business day from the date of presentation of the **instruction** to the Bank.

5.3.8. Depending on the possibility for the payee's bank to participate in the interregional clearing and settlement system, the following types of roubles payments are identified:

- «electronic transfer»;
- «postal transfer»;
- «wire transfer».

The Bank reserves its right, in case there is an opportunity to effect an electronic transfer of funds, to amend the *Payment Type* field on the Customer's **payment order/instruction**, in case the Customer indicated *Postal Transfer* or *Wire Transfer*, for *Electronic Transfer*.

Should the **payment order/instruction** state *Electronic Transfer* with there being no possibility for an electronic transfer, the Bank shall return the **payment order/instruction** to the Customer.

5.3.9. Payments from Residents to Non-residents in roubles and foreign currency and payments of Non-residents in roubles shall be executed by the Bank only subject to the confirmation of their legality by the Currency Control Department.

5.3.10. To effect a payment involving a conversion, the Bank, before making a transfer of the Customer's funds, shall convert the Customer's Account Currency into the payment currency at the rate established by the Bank, without requiring further consent of the Customer, in the manner established in Section 6 of this Procedure. Following the conversion, the Bank shall effect the payment on the terms applicable to payments without conversion.

## 6. Conversion transactions

### 6.1. General provisions

6.1.1. Conversion transactions shall be effected on the basis of the Customer's **Conversion Application (Annex 10)**.

6.1.2. In executing the Customer's conversion transactions the Bank shall act with respect to the Customer as a seller/buyer of foreign currency.

6.1.3. During the Customer's conversion transactions the purchased (resulting) funds shall be credited to the Customer's Current Account.

## 6.2. Conversion Application

6.2.1. Based on a **Conversion Application**, the Bank shall effect the following conversion transactions for a Customer:

- conversion of roubles into the foreign currency (purchase of foreign currency);
- conversion of foreign currency into roubles (sale of foreign currency);
- conversion of one foreign currency into another foreign currency.

6.2.2. Where a **Conversion Application** is presented by a Customer to the Bank before 14.00 Moscow time, the Bank shall execute the Customer's **Conversion Application** on the same business day.

6.2.3. Where a **Conversion Application** is presented by a Customer to the Bank after 14.00 Moscow time, the Bank shall execute the Customer's **Conversion Application** on the next business day.

6.2.4. The funds sold by a Resident Customer on the basis of a **Conversion Application** shall be debited to the Customer's Current Account on the date of execution of the **Conversion Application** by the Bank.

6.2.5. The funds purchased for the benefit of a Resident Customer (resulting funds) shall be credited to the Customer's Current Account Customer with the Bank on the date of execution of the **Conversion Application** by the Bank.

## 7. Currency control

7.1. The Bank is a currency control agent responsible for monitoring the compliance of the Customer's/Supplementary Card Holder's transactions with the foreign currency regulation and control law. The Bank shall perform the control envisaged by this clause based on the information and documents submitted by a Customer/Supplementary Card Holder to the Retail Customer Service Department.

7.2. The Currency Control Department in accordance with the foreign currency control procedure, adopted by the Bank, shall be responsible for the examination of the legality of the funds transfers (payments) and other transactions of a Customer/Supplementary Card Holder and their compliance with the foreign currency regulation and control law of RF.

## 8. Cash transactions

### 8.1. Cash transactions

shall include cash transactions conducted at the Cash Department, transactions conducted at an exchange office, cash transactions conducted through an ATM. To conduct cash transactions at the Cash Department of an exchange office, a Customer/ Supplementary Card Holder shall produce a regular internal passport or a regular foreign travel passport (for citizens of the Russian Federation), a serviceman's identity card or a military service record card (for servicemen of the Russian Federation), a national travelling passport or diplomatic/service card issued by the Ministry of Foreign Affairs of the Russian Federation (for foreign citizens) or other identification documents, recognized as such in accordance with the law of the Russian Federation, unless otherwise prescribed by the current law of the Russian Federation.

### 8.2. Cash withdrawals

8.2.1. Withdrawal of cash shall be effected by a Customer/Supplementary Card Holder at the Cash Department or through an ATM.

8.2.2. A Customer may withdraw cash at the Cash Department from an ING Bank Account, a Card Account and a Current Account. Withdrawal of cash from an ING Bank Account and a Card Account shall only be made upon presentation of the respective Bank Card.

An Supplementary Cardholder may only withdraw cash at the Cash Department from a Card Account and only upon presentation of the Supplementary Card.

8.2.3. To withdraw cash from a Current Account, and Customer shall use a **cash payout form** (according to the Bank's form).

A Customer may withdraw cash from the Accounts indicated in this clause upon presentation of a **cash payout form** to the Retail Customer Service Department, the Bank collecting a service fee in accordance with the current Price Schedule for Private Customers adopted by it.

8.2.4. To withdraw cash from an ING Bank Account and a Card Account, a Customer/Supplementary Card Holder shall use PIN-enabled Bank Cards issued for the operation of these accounts.

To confirm a cash withdrawal made in accordance with this clause, the Cash Department shall issue to a Customer/Supplementary Card Holder a copy of cash payout form in accordance with the Bank's

form and/or other document prescribed by the current law of the Russian Federation.

8.2.5. Cash shall be issued to a Customer/Supplementary Card Holder at the Cash Department by the Bank within the following timeframes:

- amounts up to 300 000-00 roubles or 10 000-00 US dollars – on the same business day;
- amounts over 300 000-00 roubles or 10 000-00 US dollars – two (2) business days subject to a respective notice given by the Customer to the Cash Department and the Retail Customer Service Department (by phone (+7 495) 755 54 00 or by fax (+7 495) 755 54 99).

8.2.6. Using an ATM, a Customer may withdraw cash from an ING Bank Account in roubles and from Card Account in any currency disbursed by the particular ATM.

Using an ATM, an Supplementary Cardholder may withdraw cash from a Card Account in any currency disbursed by the particular ATM.

### 8.3. Cash deposits

8.3.1. Funds shall be credited to the Current Account on the date of the Customer's deposit of cash at the Cash Department and subject to the presentation of documents indicated in clause 8.1. of this Procedure, along with the presentation of respective documents where such documents are required by the current law of the Russian Federation.

8.3.2. To deposit cash in roubles and foreign currency, a Customer shall use a **cash pay-in form** (according to the Bank's form).

A Customer shall deposit cash to Accounts indicated in this clause after the presentation of a cash pay-in form to the Retail Customer Service Department.

## 9. ATM transactions

9.1. A Customer may perform the following transactions through an ATM using his/her Bank Card:

- internal transfer from a Customer's Current Account to a Customer's Card Account in the same currency;
- cash withdrawal from a Customer's ING Bank Account and Card Account;
- inquiry about the current balance of ING Bank Account, Card Account and

Current Account of a Customer linked to the particular card.

9.2. An Supplementary Cardholder may use a card to withdrawal cash through an ATM from the Card Account of the Customer who applied for the issue of the card to the Supplementary Card Holder.

## 10. Terms of the Bank Card service

### 10.1. Bank Card.

10.1.1. The Bank issues a Bank Card to a Customer/Supplementary Card Holder in accordance with this Procedure, the Price Schedule for Private Customers and the Payment service agreements about bank card-based payroll payments to employees concluded with a Customer's Employer, if any.

10.1.2. The Bank Card is a property of the Bank and shall be returned to the Bank in cases prescribed by this Procedure. The Bank shall be entitled at its own discretion to stop or suspend the operation of the Bank Card, recall the Bank Card or decline to reissue or replace it, or issue a new Bank Card.

10.1.3. The Bank Card's shall bear the following features on its face:

- 16-digit Bank Card number;
- surname and first name of the Customer/Supplementary Card Holder;
- expiry date of the Bank Card (the Bank Card shall be valid through the last day of the month of the year indicated on it).

10.1.4. The Bank Card's shall bear the following features on its reverse:

- magnetic strip with service data;
- a field specially reserved for the signature of the Customer / Supplementary Card Holder.

10.1.5. A Bank Card shall be issued for a period specifically indicated in the Price Schedule for Private Customers. Unless stated otherwise in the Card Application, the effective period of the Bank Card issued as a replacement of a previously issued card (due to its loss or for any other reasons) shall be counted from the date of issue of the previous Bank Card.

10.1.6. For a Customer to obtain a Bank Card, he/she shall submit to the Bank a **Bank Card Issue Application (Annex 13)** properly filled out and signed by the Customer.

For an Supplementary Card Holder to obtain a Bank Card, he/she shall submit to the Bank a **Bank Card Issue Application (Annex 13)** properly filled out and signed by the Customer, as well as a

**Reference Data Confirmation** of the Supplementary Card Holder (**Annex 3**) properly filled out, signed by the Holder and certified by the Customer.

10.1.7. The Bank shall take its decision concerning the issuance of a Bank Card to the Customer/Supplementary Card Holder not later than ten (10) business days from the date of the presentation by the Customer of the documents indicated in par. 10.1.6 hereof.

10.1.8. The Bank shall deliver the Bank Card issued for the benefit of a Customer/Supplementary Card Holder to such Customer/Supplementary Card Holder in person or to a duly authorized representative of the Customer/Supplementary Card Holder.

A Customer/Supplementary Card Holder may use the Bank Card two (2) business days after the presentation to the Bank of a properly executed Customer's/Supplementary Card Holder's **Acknowledgement of Receipt of Bank Card and PIN-code (Annex 15)**, as well as the confirmation of its receipt by phone: (+7 495) 9334747 Retail Customer Service Department.

10.1.9. Unless otherwise stated in this Procedure, a Bank Card may be re-issued during its effective period subject to a Customer's application. The Bank shall re-issue the Bank Card for a Customer/Supplementary Card Holder and deliver it to such Customer/Supplementary Card Holder within ten (10) business days from the receipt from the Customer of a properly filled out **Bank Card Reissue Application (Annex 14)**.

Upon the expiry of the Bank Card, the Bank shall re-issue the Bank Card to the Customer/Supplementary Card Holder automatically without requiring Customer's **Bank Card Reissue Application** subject to the following conditions:

- if the Customer didn't give a written notice of his/her unwillingness to obtain a reissued Bank Card one (1) month before the expiry of the effective period of the Bank Card;
- if there are sufficient funds to pay the Bank's fee for the reissue of the Bank Card in accordance with the Price Schedule for Private Customers on the first business day of the month in which the effective period of the Bank Card ends.

10.1.10. Upon the delivery of the Bank Card to a Customer/Supplementary Card Holder, the

Customer/Supplementary Cardholder shall make a note of its receipt in a respective protocol.

10.1.11. The Bank Card shall be returned to the Bank in case of the termination of the Agreement on Opening and Operation of Account under which it was issued, or, in case of a re-issue of the Bank 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 Bank Card. Upon the expiry of the Bank Card's effective period the Customer/Supplementary Card Holder shall destroy the Bank Card by shredding.

10.1.12. Should a Customer/Supplementary Card Holder fail to comply with the obligations envisaged in par. 10.1.11. of this Procedure, the Bank shall not undertake any responsibility in connection with the use of the Bank Card which is subject to return or destruction.

10.1.13. The Bank Card shall be re-issued by the Bank in case of the expiry of the effective period, presentation by a Customer of an application for a re-issue of the Bank Card due to its damage or impairment, unauthorized use, etc. The Bank shall not be liable on transactions involving the use of a Bank Card which is subject to re-issuance, after the expiry of the effective period.

10.1.14. The Bank shall be entitled to re-issue a Bank Card prior to the expiry of its effective period at its own discretion.

10.1.15. The Bank may refuse to authorize a Bank Card-based transaction, in case it exceeds the spending limit established by the Price Schedule for Private Customers or the spending limit established by the Customer in accordance with par. 10.1.16 hereof, or in case the Bank has reasons to believe that such a transaction may be illegal or fraudulent or not comply with the terms of this Procedure.

10.1.16. To change spending limits established for the Bank Card, the Customer shall make any oral request to the Bank over the telephone or shall submit to the Bank a properly filled out and signed **Application for Changing Limits (Annex 16)**.

The Bank, based on the Customer's properly filled out and signed application or request over the telephone, shall take decision as to the update of the limits, and, in case the Bank takes a positive decision, an update of the spending limits applying to the Bank Card shall take effect for the Customer/Supplementary Card Holder on the third business day following the day of the presentation to the Bank of a properly filled out and signed Application for Changing Limits and on the same

business day from 8:00 to 20:00, Moscow time – in case of the oral request (over the telephone) of the Client/ Supplementary Card Holder to the Bank.

Regardless of the amount of the spending limits on the Bank Card established by the Bank, the Customer/Supplementary Card Holder shall conduct Bank Card-based transactions within the limits of the Account balance and not permit any overdraft on the Account.

## 10.2. PIN

10.2.1. A PIN is a supplementary means of protection against unauthorized use of a Bank Card. PIN consists of four digits.

10.2.2. In case a Customer/Supplementary Card Holder forgets his/her PIN, such Customer shall submit to the Bank a **Bank Card Reissue Application (Annex 14)**. Rather than reissuing the previous PIN or issuing a new PIN, the Bank shall issue a new Bank Card along with a PIN.

10.2.3. For the purposes of the conduct of Bank Card-based transactions envisaged by this Procedure, the Bank and a Customer/Supplementary Card Holder recognize the PIN as an analogue of an autographic signature of the Customer/Supplementary Card Holder.

## 10.3. Bank Card functionality

10.3.1. The Card may be used by Customer/Supplementary Card 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 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. Any use of a card violating the provisions of the Russian Federation law and this Procedure shall be prohibited.

10.3.2. During the payment of goods and services or cash withdrawal at cash disbursement points with the use of the card, a Customer/Supplementary Card 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 Customer/Supplementary Card Holder

shall bear full responsibility for the accuracy of the details stated in the receipt. The fact of transaction is verified by the Customer's/Supplementary Card Holder's signature on the receipt. The Customer/Supplementary Card Holder shall keep all the documents confirming Bank 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.

10.3.3. During the payment processing a Seller (a cashier) shall be entitled to request a proof of identity of the Customer/Supplementary Card Holder.

10.3.4. During the use of ATMs and some other electronic devices the authority of the Customer/Supplementary Card Holder shall be proved by a correct entry of a PIN. An ATM does not issue permits for the export of foreign currency in cash.

10.3.5. Except for the cases specified in this Procedure, all the card transactions, including transactions with the use of a card issued to the Supplementary Card Holder, shall be posted to the Customer's Card Account to which the issued card is linked.

10.3.6. If the currency of the transaction made with the use of the card is different from the Card 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.

10.3.7. The Bank shall not be liable for any Customer's inability to use the 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.

## 10.4. ING Bank Card functionality

10.4.1. ING Bank Card can be used by the Customer/Supplementary Card Holder only for transactions envisaged by this Procedure. Any use of the ING Bank Card violating the provisions of the Russian Federation law and this Procedure shall be prohibited.

When withdrawing cash at an ATM using an ING Bank Card, a Customer/Supplementary Card Holder shall collect ATM-printed receipts.

10.4.2. All the transactions made by Customer/Supplementary Card Holder using the ING Bank Card shall be posted to Customer's ING Bank Account.

### 10.5. *Recalling a Bank Card*

In case an ATM doesn't return a Customer/Supplementary Card Holder Bank his/his/her Card during an ATM cash withdrawal, the Customer/Supplementary Card Holder shall make an inquiry about the reasons for the pick-up of the Bank Card to the bank-owner of the ATM and/or to the Bank.

### 10.6. *Non-validity of a Bank Card*

10.6.1. In case a Bank Card is lost or stolen, or there are reasons to believe that the Bank Card was counterfeited or used by unauthorized persons, the Customer/Supplementary Card Holder shall immediately make a Bank Card Blocking Application at the Retail Customer Service Department using the phone number (+7 495) 933 47 47. When making a Bank Card Blocking Application, the Customer/Supplementary Card Holder shall provide the following information:

- Surname, first name and patronymic of the Customer/Supplementary Card Holder
- password;
- number of the respective Bank Card of the Customer/Supplementary Card Holder (if available);
- other details requested by the Bank required to identify the Customer/Supplementary Card Holder;

Any oral request shall be confirmed within two (2) business days by a written **Bank Card Blocking Application (Annex 17)** sent at the Bank's address or by fax (+ 7 495) 9334748.

Since the moment the Bank Card is lost or stolen, or there are reasons to believe that the Bank Card was counterfeited or used by unauthorized persons till the moment of making by the Customer/Supplementary Card Holder a Bank Card Blocking Application at the Bank, the Customer/Supplementary Card Holder shall undertake a responsibility in connection with the use of such Bank Card.

10.6.2. A Bank Card is blocked following a Customer's/Supplementary Card Holder's request to the Bank for card blocking in accordance with par. 10.6.1 of this Procedure. In case the Bank receives any requests to authorize transactions with the use of a blocked Bank Card, the Bank declines authorization for such transactions.

10.6.2.1. Any oral request received by the Bank from a Customer/Supplementary Card Holder in

accordance with par. 10.6.1. of this Procedure shall constitute a sufficient ground for the Bank to block the Bank Card and charge a blocking fee in accordance with the Bank's Rates.

10.6.3. In case a Customer/Supplementary Card Holder discovers a Bank Card which was previously blocked in accordance with par. 10.6.1 of this Procedure, such Customer/Supplementary Card Holder shall immediately advise the Bank thereof using the telephone number stated in par. 10.6.1. of this Procedure and surrender the discovered Bank Card to the Bank. A Bank Card which was previously blocked can't be unblocked.

10.6.4. The Customer authorizes the Bank to charge to the Customer's Account without Customer's authorization amounts stated in the Price Schedule for Private Customers, as well as the amounts of the Bank's actual costs associated with blocking the Customer's/Supplementary Card Holder's Bank Cards.

### 10.7. *Rules of the use of a Bank Card and PIN*

10.7.1. Under no circumstances shall a Customer/Supplementary Card Holder be allowed to deliver a Bank Card to third parties.

10.7.2. A Customer/Supplementary Card Holder shall take all the possible precautions to prevent the loss or unauthorized use of the Bank Card and/or PIN.

10.7.3. To ensure the security of Bank Card-based transactions, a Customer/Supplementary Card Holder is not allowed to disclose his/her PIN to third parties (including the Bank's staff), write it down on the Bank Card or store it together with the Bank Card.

10.7.4. A Customer/Supplementary Card Holder is prohibited from disclosing the number of the Bank Card to any persons, other than during the use of the Bank Card for the payment for (ordering or booking of) goods and services in accordance with par. 10.3.1 of this Procedure.

10.7.5. Customer/Supplementary Card Holder shall observe the following rules of safe storage of a Bank Card:

- not to leave the Bank Card near the sources of open fire;
- not to leave the Bank Card close to household or other devices whose radiation or magnetic fields may distort information recorded on the Bank Card's magnetic stripe, and not to store the Bank Card close to metallic objects;

- not to allow contamination of the Bank Card's magnetic stripe;
- not to expose the Bank Card to prolonged effect of direct sunlight;
- not to put on Bank Card heavy articles or permit other mechanical impact on the Bank Card.

10.8. A Customer shall be liable for the observance of the provisions of this Procedure concerning the Bank Card-related service. A Customer shall ensure compliance with the above provisions of the Procedure by the Supplementary Card Holder and bear full responsibility for the actions (failure to act) of the Supplementary Card Holder.

10.9. In case of a violation by a Customer/Supplementary Card Holder of any provision of this Procedure, the Bank reserves its right to suspend/terminate at its own discretion the use of Bank Cards by such Customer/Supplementary Card Holder.

10.10. In case of an erroneous charge to a Customer's card as a result of an unauthorized use of the Customer's Bank Card/PIN by third parties, the Bank's liability shall be established in accordance with the current law of the Russian Federation.

## 11. Deposit transactions

11.1. Provisions of this Procedure governing the placement of a Deposit, the **Deposit Application (Annex 19)** shall constitute the terms of the Deposit Agreement.

To place a Deposit, a Customer shall submit to the Bank a **Deposit Application** properly filled out in two (2) copies.

11.2. A Deposit may be placed by a Customer in accordance with the **Deposit Terms** for a specific term or as a sight deposit (the «Deposit Term»). The term of the Deposit shall be indicated by the Customer in the **Deposit Application**, the first day of such term being the date of the deposit placement, the last date, the maturity date stated in the **Deposit Application**.

11.3. During the Deposit placement the Deposit amount shall be debited to the account indicated in clause 11.8 of this Procedure, on the date of placement determined in accordance with clause 11.7 of this Procedure.

11.4. A Customer shall place funds into a Deposit on the terms and conditions contained in the version of the **Deposit Terms** approved by the Bank and current on the date of submission to the Bank of the **Deposit**

**Application**, which require the Bank to indicate in the **Deposit Application** the Deposit interest rates.

11.5. Subject to this Procedure, a Customer shall be entitled to place a Deposit in roubles and foreign currency.

11.6. The moment of the delivery to a Customer of one copy of the **Deposit Application** signed on behalf of the Bank shall be deemed to be the moment of conclusion of the Deposit Agreement by the Parties.

11.7. During the execution of a Deposit Agreement, the date of the **Deposit Application** shall be deemed to be the date of placement.

11.8. Where a Deposit is placed in roubles, the Customer instructs the Bank to debit the Customer's Current Account with the Deposit amount in roubles on the date of placement.

Where a Deposit is placed in foreign currency, the Customer instructs the Bank to debit the Customer's Current Account with the Deposit amount in foreign currency on the date of placement.

11.9. Unavailability of the amount indicated in the **Deposit Application** as a Deposit amount on the date of placement on the Account indicated in clause 11.8 of the Procedure, shall entail an immediate termination of the Deposit Agreement.

11.10. A Customer shall not be entitled to pay additional funds into the Deposit.

11.11. Except for cases mentioned in clause 11.12 of this Procedure, the Bank shall calculate interest on the Deposit amount at the interest rate indicated in the **Deposit Application** depending on the Deposit Term. The interest on the Deposit amount shall accrue from the day following the date of placement through the day preceding the repayment date. The interest calculation basis shall be the actual number of calendar days in the year (365 or 366, respectively). Except for the cases mentioned in clause 11.14 of this Procedure, the interest accrued on the Deposit shall be paid by the Bank on the date of the return of the funds to the Account to which the Deposit amount was debited in accordance with clause 11.8 of this Procedure.

On the maturity date the Customer instructs the Bank to credit the Deposit amount to the Account with which the Deposit amount was debited in accordance with clause 11.8 of this Procedure.

In case the maturity date falls on a non-business day, it shall be brought forward to the immediately following business day.

11.12. A Customer shall be entitled to withdraw the Deposit prior to its maturity date (as determined in clause 11.2 of this Procedure) by submitting to the

Bank a written notice thereof. Such notice shall be signed by the Customer and contain the following details:

- date of presentation of the written notice to the Bank;
- surname, first name and patronymic of the Customer;
- Deposit Agreement date;
- Deposit amount;
- Deposit repayment request.

Recall of the Deposit or any part thereof by the Customer in the manner prescribed by this clause shall serve as a justification for the termination of the Deposit Agreement and the return of the entire Deposit amount to the Customer.

11.13. In case of a withdrawal of the Deposit or any part thereof by the Customer in accordance with clause 11.12 of this Procedure, the Bank shall calculate interest on the total Deposit amount at the rate applying to the Account from which the Deposit amount was transferred in accordance with clause 11.8 of this Procedure and used by the Bank on the date of the presentation to the Bank of the **Deposit Application** in accordance with this Procedure. The interest on the Deposit amount shall accrue from the day following the placement date until the day preceding the date of the presentation of a written notice to the Bank.

11.14. In case of a recall of the Deposit or any part thereof by a Customer in accordance with clause 11.12 of this Procedure, the Bank shall return to the Account, from which the Deposit amount was transferred in accordance with clause 11.8 of this Procedure, the total Deposit amount along with the interest thereon not later than two (2) business days following the date of the presentation of the written notice to the Bank.

11.15. In cases prescribed by the current law of the Russian Federation the Bank shall deduct income tax from the interest accruing on the Deposit.

11.16. The Customer agrees that his/her relationship with the Bank arising from, or related to the execution of the Deposit Agreement subject to this Procedure, will be governed by the General Terms. In case of any discrepancy between the provisions of the Deposit Agreement and the provisions of the General Terms, the former provisions shall prevail.

11.17. By signing the **Deposit Application** the Customer confirms that he/she has reviewed the terms and conditions of the Deposit Agreement and understands them.

11.18. Upon expiry of the effective period of the Deposit, as well as in case of its early termination,

provided that the period of operation of the Deposit Agreement as of the date of termination of the Deposit Agreement was at least one (1) month, the Customer shall be entitled to withdraw funds from the Account for five (5) business days subject to no payment of the Bank's fee envisaged by the Price Schedule for Private Customers.

11.19. In respect of any other matters not covered directly by the Deposit Agreement and the General Terms, the Parties shall be governed by the current law of the Russian Federation.

## 12. Bank's service fees

12.1. The Bank shall charge to a Customer its fees for services provided to such Customer/Supplementary Card Holder in accordance with this Procedure and based on the Price Schedule for Private Customers. The Customer authorizes the Bank to debit any amounts due from the Customer directly from his/her accounts, without any further Customer's instruction.

12.2. The fees charged by the Bank shall not be included in the amount of the transaction performed. At Customer's option the fees may be included and withheld from the transaction amount. Criterion for the deduction or otherwise of the fee from the transaction amount shall be the completion of the respective field on the instruction.

12.3. Unless a Customer expressly states in his/her instruction an Account with the Bank for charging fees for the particular transaction, the fees shall be charged by the Bank as follows:

- for transfers of funds (payments) from the Customer's Account the fees shall be charged in the currency of, and to the Account from which the transfer is made;
- for conversion transactions the fees shall be charged in roubles to a Resident Customer's Current Account or to a Non-resident Customer's Current Account in roubles, or, in case no such account shall be available with the Bank, shall be deducted from the transaction amount;
- in respect of other transactions the fees shall be charged in roubles to a Resident Customer's Current Account or to the Non-resident Customer's Current Account in roubles, or, in case no such account shall be available with the Bank, shall be deducted from the transaction amount.

12.4. The amount of the fee shall be charged by the Bank without Customer's authorization to any Customer's account with the Bank carrying sufficient funds for the payment of such fee in accordance with the Price Schedule for Private Customers.

### 13. Standard instructions

13.1. A Customer may submit to the Bank a **Standard payment instruction (Annex 11)** and a **Standard Conversion Application (Annex 12)**. The Bank shall be entitled to refuse to accept the Customer's Standard instruction and Standard Conversion Application due to absence of technical and operational infrastructure for their execution.

13.2. To recall a Standard instruction and a Standard Conversion Application, a Customer shall send to the Bank a respective written notice.

### 14. Characteristics of the document flow in an electronic communications environment

14.1. The Customer and the Bank shall be entitled to use electronic communications system for the transmission of instructions and data.

14.2. All the rules governing the Bank's service provision applicable to instructions delivered in a paper-based document flow environment between the Customer and the Bank shall also apply to instructions delivered over the channels of an electronic communications system.

The use of an electronic communications system for the transmission of instructions has the following particular characteristics:

14.2.1. A Customer may submit instructions to the Bank on a 24-hour basis, subject to availability of the appropriate technical facilities. Terms and conditions of execution of the Customer's instructions shall be determined by the Bank's Customer Service Rules.

14.2.2. A Customer may receive information from the Bank on a 24-hour basis. The Bank shall update the information according to the Customer's instructions received over electronic communication channels, in the timeframe established for the paper-based document flow between the Customer and the Bank.

14.2.3. In cases prescribed by the current law of the Russian Federation and the agreement between the Bank and a Customer, the latter shall submit to the Bank the original of the instruction transmitted over the electronic communications channels.

14.2.4. In executing a Customer's instructions transmitted over the electronic communications channels the Bank is not allowed to make any modifications therein.

### 14.3. Rules governing the telephone/fax/ electronic channels of communication inquiries

14.3.1. Where a Customer uses the hotline number (+7 495) 933 47 47 of the Retail Customer Service Department, the Bank shall provide the Customer/ receive from the Customer the following information over the telephone/fax:

- information on the balance of funds on the Customer's accounts;
- information on the movement of the Customer's accounts over a specific period;
- Account statement
- Changing of spending limits established for the Bank Card (the «Information»).

14.3.2. When making a telephone/fax inquiry using the Bank's hotline number, a Customer/Supplementary Card Holder shall provide the following details:

- surname, first name and patronymic of the Customer/Supplementary Card Holder;
- password;
- number of the respective Customer's/Supplementary Card Holder's Bank Card (where possible);
- type of the information requested/provided;
- where an Account statement is required, the recipient's fax number.

14.3.3. The statement of Account shall be provided to the Customer via electronic channels of communication in the form of file in Winzip format with password similar to the Customer's identification number (NID) assigned by the Bank to the Customer. For the purposes of protection of confidential information the statement of Account shall not contain the Account number and the Customer's name shall be replaced by NID.

14.3.4. The Information sent to the Customer by fax/electronic channels of communication shall be deemed to have been provided to the Customer immediately after its dispatch by the Bank.

14.3.5. The Bank shall be entitled to provide the Customer/to receive from the Customer Information requested by the Customer using the hotline telephone number subject to the Customer's compliance with the terms and conditions as well as accuracy of the

presentation/receipt of information mentioned in par. 14.3.2. of this Procedure.

14.3.6. A Customer's inquiry meeting the requirements established by this Procedure shall be deemed by the Bank to be genuine, regardless of whether it is genuine in fact.

14.3.7. The Bank shall be entitled to refuse provision/receipt of information, if it has any reason to believe that the Customer's inquiry is not genuine, and in such case the Bank shall not be liable to the Customer or any third party with respect to any consequences of such refusal.

14.3.8. The Customer undertakes full responsibility for any consequences of the communication of the requested/provided information by the Bank. The Customer shall reimburse the Bank for, and hold it harmless against, the amounts of any claims, damages, losses and costs suffered by the Bank as a result of the communication/receipt of Information to the Customer.

14.3.9. The Customer agrees that the Bank will not be liable for damages caused to the Customer as a result of actions of third parties, including the tapping of telephone line by third parties (an activity whereby telephone communications may be intercepted, monitored and recorded, among other things, with the use of electronic facilities).

14.3.10. The Customer hereby realizes that being sent via electronic channels of communication the information, contained in the statement of account, may become accessible to third persons and undertakes all risks and full responsibility in connection with possibility of access by the third persons to the information, contained in the statement of account. The Customer agrees that the Bank shall not be liable in case non-receiving the statement via electronic means of communications or distortion of the information, contained in the statement of account due to technical reasons.

14.3.11. The Bank shall not be liable for any damages which may be suffered by the Customer due to the fact that the Information received/provided by the Customer may inaccurately reflect the status of the Customer's account (accounts) as of the moment of the receipt/provision of such Information.

14.3.12. The Customer agrees to bear all the risks inherent in taking commercial decisions based on the received/provided Information.

14.3.13. The Bank shall not be liable for any interference on the telephone lines and its inability to communicate/receive the Information due to communication line failures or for other reasons.

14.3.14. The Bank shall not be liable for the potential receipt of Information sent by the Bank at the fax number or e-mail address indicated by the Customer during the inquiry by third parties.

14.3.15. The Bank shall be relieved from any responsibility for partial or total failure to perform obligations relating to the provision/receipt of Information in case such failure was a result of force-majeure circumstances (including earthquake, flood, fire, as well as strikes, governmental decrees or instructions of the state bodies, hostilities of any nature, interruption or delays in operation, or failures (partial or total) of power supply, computers (hardware and software) or communication facilities, precluding the performance of the Bank's obligations with respect to the Information provision/receipt.

14.3.16. In case of a closure of the Customer's account (accounts), the Bank's obligations with respect to the Information provision/receipt shall be deemed to cease as of the date of such closure of the Customer's account (accounts) stated in the ***Application for Bank Account Closing***.

## **15. Standard forms**

15.1. In performing transactions or receiving service at the Bank in the paper-based document flow environment the Customer shall use the following Bank's forms or standard forms established by the banking rules to compile his/her instructions:

<b>Name of the form</b> (listed in the same order as Annexes)	<b>Number of copies</b>
Agreement on Opening and Operation of Account	2
Application for Opening an Account	1
Reference Data Confirmation	1
Information List on the Banking Account of the Private Customer - Non-Resident Opened with the Authorised Bank	1
Inquiry Application	1
Payment Instruction (foreign currency or roubles)	2 (1 copy signed)
Payment order (roubles)	2 (1 copy signed)
Conversion Application	2 (1 copy signed)
Bank Card Issue	1

<b>Name of the form</b> (listed in the same order as Annexes)	<b>Number of copies</b>
Application	
Confirmation of the Receipt of Bank Card and PIN	1
Application for Changing Limits	1
Bank Card Blocking Application	1
Deposit Application	2
Standard Payment Instruction	1
Standard Conversion Transaction Request	1
Bank Card Reissue Application	1
Application for Bank Account Closing	1
Bank Card and Card Account / ING Bank Application for Bank Account Closing	1

15.2. Unless any other period is prescribed by the current law of the Russian Federation, the completed forms of payment documents (except for the cash payout/pay-in forms) shall be valid for up to, and including ten (10) calendar days.

15.3. The forms shall be filled out by a Customer using a typewriter or a computer, with black print, or using ballpens (or fountain pens), with black, blue or violet ink. Using facsimile signatures and making corrections and alterations in the text of the forms during their completion is prohibited.

15.4. Completed forms of applications and other documents shall be submitted to the Bank in original copies.

## 16. Final provisions

16.1. The Bank shall provide Communications to a Customer/Supplementary Card Holder or a duly authorized representative of a Customer/Supplementary Card Holder subject to their application to the Retail Customer Service Department.

A Customer/Supplementary Card Holder acknowledges that the Bank will not bear any responsibility for the Customer's/Supplementary Card Holder's failure to receive any Communication

from the Bank in cases where the Customer/Supplementary Card Holder or their duly authorized representative didn't apply to the Retail Customer Service Department for such Communication.

16.2. In case of any change in the details indicated in the **Reference Data Confirmation (Annex 3)**, in the **Information List (Annex 3A)** and other documents submitted by the Customer/ Supplementary Card Holder to the Bank in accordance with this Procedure and the Agreement on Opening and Operation of Account, the Customer/Supplementary Card Holder shall be required to promptly submit to the Bank new properly filled out and signed documents indicating such changes, as well as documents proving their validity.

16.3. The Bank shall be entitled to unilaterally amend this Procedure and the Price Schedule for Private Customers. Such amendments shall become effective and mandatory for the Bank and the Customer/Supplementary Card Holder 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. The Bank shall communicate such amendments to this Procedure to Customers/Supplementary Card Holders by posting them on information stands in the operational premises of the Bank and/or on any information site maintained by the Bank on the Internet at [www.ing.ru](http://www.ing.ru), or in other manner.

16.4. In case of any discrepancy between the General Terms and this Procedure, this Procedure shall prevail.

16.5. This Procedure are made in Russian and English language. In case of any discrepancies between the Russian and English versions of this Procedure, the Russian version shall prevail.

### **List of Annexes to this Procedure**

1. Agreement on Opening and Operation of Account
2. List of documents for Resident and Non-Resident Customers
3. Reference Data Confirmation
- 3A. Information List on the Banking Account of the Private Customer – Non-resident opened with the Authorised Bank
4. Application for Opening an Account
5. Notification of Account Opening
6. Inquiry Application

7. Application for Bank Account Closing
8. Payment Order
9. Payment Instruction (foreign currency or roubles)
10. Conversion Application
11. Standard Payment Instruction
12. Standard Conversion Application
13. Bank Card Issue Application
14. Bank Card Reissue Application
15. Acknowledgement of Receipt of Bank Card and PIN-code
16. Application for Changing Limits
17. Bank Card Blocking Application
18. Bank Card and Card Account / ING Bank Application for Bank Account Closing
19. Deposit Application
20. Account Regimes
21. Account statements application for e-mail delivery