ING Bank Śląski S.A. Code of Conduct Interbank Payment Initiation (Relay) Transactions

Description and purpose

This Code of Conduct outlines the ING Bank Śląski S.A.business rules, guidelines, and standards that ING Bank Sląski S.A. will follow and expects all other financial institutions acting as Forwarding Agent to follow, when working together to provide interbanking services to customers and in this context handle interbank FINplus CBPR+ Payment Initiation (Relay) Transactions.
This Code is based on and hereby incorporates by reference the Swift **Rulebook for Payment Initiation Relay** ("Rulebook"), in its latest applicable and published version, as revised from time to time, which can be found on Swift's Document centre, section all resources Standards related | Category - Standards Service Level Agreements .

Definitions

To ensure consistency and clarity, all terms and definitions used in this Code of Conduct will have the same meaning and interpretation as defined in the Rulebook.

Key business rules, guidelines and commitments

1. Adherence to the Swift Rulebook

A ING Bank Śląski S.A. BIC: INGBPLPW and a (partner) financial institution that intend to cooperate in order to provide interbank services for clients, and, in this context, to process interbank FINplus CBPR+ Payment Initiation (Relay) Transactions, will accede or have already acceded to the Rulebook. As a result, all participating BIC11s and roles will be added to the Register for the Payment Initiation Relay Rulebook.

2. Notification of change of circumstances throughout the commercial relationship

ING Bank Slaski S.A. and (partner) financial institution will inform each other via the agreed communication method no later than thirty (30) calendar days prior to:

i. any material changes to their working procedures, processes, policies, standards and/or (the internally or externally applicable) requirements that may impact the handling of interbank FINplus Payment Initiation (Relay) Transactions, such as changes in their accession status in respect to the Rulebook; and/or
ii. any other circumstances that may impact their compliance with the Rulebook and/or the standards as outlined in this document.

3. Additional business rules and standards

In addition to the rules and guidelines as defined by the Rulebook, the following business rules will be applicable to the relationship between ING Bank Śląski S.A. and (partner) financial institution in the cooperation of handling interbank FINplus Payment Initiation (Relay) Transactions:

i. Pursuant to Section 3.4 of the Rulebook (Indemnification) the Forwarding Agent acknowledges and agrees that ING Bank Śląski S.A., in accordance with applicable law and its contractual arrangements, does not exclude or limit its liability towards its customers in cases of gross negligence. This position shall not affect ING's Bank Slaski S.A. right, acting as Indemnitee under the Rulebook, to recover from the (partner) financial institution, acting as Indemnitor under the Rulebook, any amounts paid by ING Bank Śląski .S.A. to its Customer (or, as the case may be, to the Participating Agent as defined in the Rulebook who instructed the Indemnitee) as a consequence of the (partner) financial institution's breach of contract or negligence.

ii. The Forwarding Agent accepts the Straight Through Processing (STP) requirements applicable at ING Bank Śląski S.A.S.A., including additional formatting and data validation requirements necessary for the straightforward execution of transactions and undertakes to make it available or forward it to its clients acting as the Initiating Party. The STP requirements of ING Bank Śląski S.A. is made available on the official website of ING Bank Śląski S.A.in at the: www.ing.pl/pain.001

iii. ING Bank Śląski S.A. may amend the STP requirements from time to time and any such modification shall be binding on the Forwarding Agent without the need for any separate consent provided that ING Bank Śląski S.A. notifies the Forwarding Agent thereof via SWIFT at least fourteen (14) calendar days before the relevant amendment takes effect.

iv. The Forwarding Agent provides the Verification of Payee ('VoP')[1] service to the customer if the Forwarding Agent is located in the EU. If the Forwarding Agent is not located in the EU, no VoP will be performed. The Debtor Agent doesn't provide VoP service on payment transactions initiated in the domain of the Forwarding Agent.

v. ING Bank Śląski S.A. services the interbank FINplus Payment Initiation (Relay) Transactions as described in Swift MyStandards, in group ING, in collection ING Interbank CBPR+ Payment Initiation Guidelines.

vi. The necessary information related to (a) Customer (s) of the interbank FINplus Payment Initiation (Relay) Transactions and Participating Agents will be exchanged in a secure matter by means of a Designated Account Sheet ("DAS") or other similar form. This to be used for Straight Through Processing (STP) configuration set-up by ING Bank Ślaski S.A. and (partner) financial institution.
At minimum the following data has to be exchanged by this for:

   a. The reason, purpose and description of the set-up asked
   b. Name and BIC (11) of ING Bank Śląski S.A. and as receiving (Debtor Agent) or sending (Forwarding Agent) role for the interbank Payment Initiation Instructions
      - mandatory
   c. Name and BIC (11) of (partner) financial institution as receiving (Debtor Agent) or sending (Forwarding Agent) role for the interbank Payment Initiation Instructions
      - mandatory
   d. Contact information for set-up at Debtor Agent side
      - optional
   e. Contact information for set-up at Forwarding Agent side
      - optional
   f. Debtor Company name
      - mandatory
   g. Debtor LEI (or other id[2] and issuer)
      - mandatory
   h. Initiating Party Company name
      - only allowed and mandatory if not same as Debtor Company name and not same as Forwarding Agent name
   i. Initiating Party LEI (or other id[2] and issuer)
      - only allowed and mandatory if Initiating Party Company name is filled
   j. IBAN or other Account identification, Currency, Account servicing BIC (11)
      - at least 1 mandatory, could be multiple

[1] The services referred to in art. 5c of Regulation (EU) 2024/886

[2] Requirements in EBA 'Travel Rule Guidelines' - 4.4.4 Providing an equivalent identifier to the LEI …' in accordance with Regulation (EU) 2023/1113

i. If the Payment Initiation Instruction (PII) service is used always fill the PII receiving BIC (11).
ii. If receiving BIC (11) is different from the Account servicing BIC (11) it should be the same as the above mentioned Debtor Agent role BIC (11), because the PII exchange is using the service arranged between the BIC (11) mentioned at the Forwarding Agent and Debtor Agent roles.

k. Preferred date of activation of the set-up
– optional

4. Redress mechanisms

ING Bank Śląski S.A. and (partner) financial institution will use their best effort to address complaints and will attempt to resolve disputes made by Debtors/Initiating Parties concerning their respective services. The bilateral relationship between ING Bank Śląski S.A.and (partner) financial institution will be governed and construed in accordance with the laws governing the designated account and subject to the jurisdiction of the place where the designated account is located.