

Terms & Conditions for Correspondent Banks

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1. ACCOUNT SERVICES

Account maintenance fee	Subject to arrangement
Minimum Balance	Not required
Credit & debit interests	Subject to arrangement
Audit confirmation	€ 500,00

2. PAYMENT SERVICES

Amendments & cancellations	€ 50,00
Return of inapplicable payments	€ 50,00
Inquiries within 6 months	€ 50,00
Inquiries older than 6 months	€ 100,00
Bank to Bank – MT2xx	Free
Manual payments	€ 50,00 each

Definition of STP Payments:

- Message Type: MT103
- Field 57A Beneficiary bank BIC
- Field 59 Beneficiary customer: IBAN and Beneficiary Name
- Field 72 Sender to Receiver information: blank

CIVIBANK SPA reserves the right to adapt the application of the definition of "STP", according to agreements and rules implemented by the European Banking Association and the European Payments Council.

- Non STP: Repair charges **€ 10,00**

3. COMMERCIAL PAYMENTS FALLING UNDER PSD REGULATION

The Payment Services Directive (PSD) allows for only one option of charges, i.e. SHA whereby the sender's and receiver's charges are borne respectively by the ordering and beneficiary customer.

Payments received with charges code OUR will not be processed as PSD payments and will be subject to charges as specified in paragraph 5.2

4. OPERATIONS WITH HIGH-RISK COUNTRIES AND/OR COUNTRIES SUBJECT TO RESTRICTIVE SANCTIONS/ EMBARGOES

Italian Legislative Decree D.Lgs. 231/2007, art. 25, states that in case of Operations involving High Risk countries, the Bank is required to perform an Enhanced Due Diligence, which consists in acquisition of additional information and documentation on both parties of the transaction, including Beneficial Ownership, purpose and nature of the transaction, origin of funds, financial situation. In case the information collected is not considered adequate, the Bank must abstain itself from the execution, as prescribed by art. 42 of D.Lgs 231/2007.

"High-Risk Countries" are defined as Countries not part of the EU, whose Laws present significant discrepancies with EU Standards regarding AML, ABC and CFT, as described in EU Directive n.849/2015.

"Countries Subject to Restrictive Sanctions / Embargoes" are defined as those countries towards whom the Italian State, or supernational entities like EU or UN Security Council have issued Restrictive Measures to contrast the activities of these sanctioned Countries, or to contrast the activities of specific individuals or organizations within these Countries that threaten peace and the international order.

"Operations" are all transactions from and destined to "High Risk Countries" or "Countries Subject to Restrictive Sanctions / Embargoes" (including payments, Letters of Credit, Collections, etc)

Civibank Spa is not accountable for the time deemed necessary for the evaluation of the Operations, nor for their outcome (positive or negative). Results are communicated to the Ordering Party as soon as possible, without any obligation to comment about positive or negative outcomes. If the Bank accepts to evaluate the Operation, the Ordering Party will hold the Bank indemnified for all responsibilities and will provide full support in providing the information and documentation necessary to the Due Diligence Process.

5. OTHER COMMERCIAL PAYMENTS (NON-PSD COMPLIANT)

(SPECIAL BILATERAL AGREEMENT EXCEPTED)

5.1 PAYMENTS WITH CHARGES OPTION "BEN/SHA"

- In favour of our customers: **Free**¹
- In favour of non customers: **€ 20,00** to be deducted from the principal amount

5.2 PAYMENTS WITH CHARGES OPTION "OUR"

- In favour of Customers

Euro equivalent	Charges
Up to € 25.000	€ 15
Over € 25.000 and up to € 50.000	€ 35
Over € 50,000	0,15% max EUR 100

- In favour of non-customers: **0,15% min. EUR 20²** plus **transfer fee € 9,00**

EUR CUT-OFF TIMES C.E.T.

¹ No charges will be debited to the ordering institution in case payment is accepted. However, we reserve the right to deduce our charges in case the payment is rejected and must be returned to ordering customer.

² We reserve the right to adjust the threshold should commissions claimed by the Beneficiary's Bank exceed it significantly.

Same day ³ value	01:30 pm	for STP and non STP Swift messages
Amendments and Cancellations	04:45 pm	on day prior to value date
Special and urgent requests can be accepted also later on a best efforts basis, but we urge you to contact us for details and procedure agreement.		

6. CHEQUES, CLEAN AND DOCUMENTARY COLLECTIONS

Clean collection: Cheques a) Cheques returned unpaid/Protest of cheques b) Collection without originals	0,20% (min. € 30,00 max. € 70,00) as presentation fees plus handling fee € 9,00 flat € 30,00 € 50,00
Clean collection: Bills Presentation for payment Presentation for acceptance Delivery free of payment (including Unpaid items)	0,20% (min. € 30,00 max. € 70,00) as presentation fees 0,15% (min. € 5,00) as payment/negotiation fees plus handling fee € 9,00 flat
Documentary collection Presentation for payment Presentation for acceptance Delivery free of payment (including Unpaid items)	0,20% (min. € 30,00 max. € 70,00) as presentation fees 0,15% (min. € 5,00) as payment/negotiation fees plus handling fee € 9,00 flat

7. GUARANTEES

Issuing Commissions (under a bank's counter-guarantee)	Subject to arrangement (min. € 100,00 per quarter)
Issuing Fees (under a Bank's counter-guarantee)	€ 150
Advising commission (guarantees in favor of our Customers)	0,10% min. € 40,00 max € 80,00
Advising commissions (guarantees in favor of third bank's Customers)	0,10% min. € 100
Payments commission for claims	0,30% min. € 50,00
Amendments	€ 100,00 each

8. DOCUMENTARY CREDITS

Advising fee	€ 100,00
Payment under L/C reimbursement instructions ⁴	€ 100,00
L/C's Reimbursement Undertaking Services	Subject to arrangement (min. € 100,00)
Amendments	€ 100,00 each
Advising L/C to another bank	€ 100,00
Credit not utilized	0,15% min. € 50,00
Discrepancies	€ 80,00
Handling fee	€ 30,00
Utilization fee	0,30% min. € 50,00
Without our confirmation	
Negotiation fee	0,15% min. € 5,00
Payment fee	0,15% min. € 5,00
Adding our confirmation	
Confirmation fee	Subject to arrangement (min. € 200,00)
Negotiation fee	0,15% min. € 5,00

³ providing our account is adequately funded within 02:45 pm

⁴ Reimbursement claims must be received within 2:30 pm on day prior to value date. Later it will be work on a best-efforts basis.

Banca di Cividale Società per Azioni - Società Benefit - fondata nel 1886 - Appartenente al Gruppo Cassa di Risparmio di Bolzano, iscritto all'Albo dei Gruppi Bancari
Soggetta all'attività di Direzione e Coordinamento della Capogruppo Cassa di Risparmio di Bolzano S.p.A. - Südtiroler Sparkasse AG
Sede Sociale e Direzione Generale: Via sen. Guglielmo Pelizzo, 8/1 - 33043 Cividale del Friuli (UD) - Italia
Tel. **0432 707111** - Telefax **0432 730370** - info@civibank.it - PEC: info@cert.civibank.it - civibank.it

Payment fee	0,15% min. € 5,00
Deferred payment/acceptance fee	Subject to arrangement (min. € 200,00)
Discounting	Subject to arrangement (min. fees € 150,00)

9. GENERAL TERMS

- CIVIBANK SPA: Banca di Cividale Spa Società Benefit is part of the Banking Group Cassa di Risparmio di Bolzano, VAT /Fiscal Code and Registration Number: 03179070218
- CUSTOMERS: clients (individuals and corporates) of the entire Banking Group CASSA DI RISPARMIO DI BOLZANO SPA.
- These Terms and Conditions apply to transactions in course of normal banking practice. CIVIBANK SPA reserves the right to credit payments to existing bank accounts in its books and to determine the execution of payments as per its own routing system.
- CIVIBANK SPA operates in compliance of Italian and European Law. We decline any strict liability for consequential damages, and/or for failures, negligence or willful misconduct of intermediary banks.
- These Terms and Conditions replace any previous version, which shall no longer apply. Our Bank reserves the right to make alterations without prior notice.
- Prices and amounts expressed in EUR are valid for the respective counter-values in any other currency.
- Documentary credits (including commercial letters of credit) are subject to the “Uniform Customs and Practice for Documentary Credits” currently in force and issued by the International Chamber of Commerce – Paris
- Collections are subject to the “Uniform Rules for Collections” currently in force and issued by the International Chamber of Commerce – Paris.
- Reimbursement under documentary credits is subject to the “Uniform Rules for Bank-to-Bank Reimbursement under documentary credits” currently in force and issued by the International Chamber of Commerce – Paris.
- Except otherwise stated, Guarantees are subject to “Uniform Rules for Demand Guarantees” currently in force and issued by the International Chamber of Commerce – Paris, and to the Italian Law. Out-of-pocket expenses and third-party charges not specified herein are for the account of the Ordering Institution.
- Except otherwise stated, commissions and interests will be calculated on a 365/360 p.a. basis.
- CIVIBANK SPA will not pay charges and commissions claimed 2 months after the date of the originating transaction.
- All Additional expenses incurred as well as correspondents' charges, if any, will be charged separately
- These Terms & Conditions supersede all previous editions and may be subject to changes at any time without prior notice.
- Availability of services mentioned or not mentioned in these Terms&Conditions and corresponding prices will be provided upon request to correspondent.banking@sparkasse.it, as well as additional information or clarification needed.