

# Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A.

Warsaw, November 2013



# Part I

Current and Auxiliary Bank Account

Cash Deposits and Withdrawals

Term Deposits and Spot FX Transactions

Payment Cards

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## CHAPTER 1

### General Provisions

#### §1

1. Part I of the Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A. specifies the principles for opening, maintaining and closing by mBank S.A. of the integrated current and auxiliary bank account denominated in the zloty and foreign currencies for residents and non-residents who are entrepreneurs, legal persons or organisational units without legal personality but with legal capacity.
2. The principles of providing the entities referred to in item 1 with access to the Internet electronic banking system and its optional modules and transaction platforms, and the principles of access to funds deposited on the indicated bank accounts, understood as the option to obtain information connected with the accounts (passive access), dispose of the funds deposited on the accounts and set up other instructions (active access) by means of wired or wireless communication devices used by the Customer are set forth in the "Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A. – Part II – mBank S.A. Internet Customer Service System mBank CompanyNet".

#### §2

The terms used in Part I of the Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A. shall be understood as follows:

- 1/ **Bank** – mBank S.A.,
- 2/ **payment instruction** – the Customer's statement containing the order to deposit, transfer or withdraw any funds,
- 3/ **business day** – a day on which the Bank is open for customers, i.e. each and every day Monday to Friday, except statutory holidays or days previously announced as holidays by the Bank,
- 4/ **IBAN ID** – the International Bank Account Number used for cross-border settlements specified in the Order of the President of the NBP no.15/2010 of 15 July 2010 on the method for numbering bank accounts held by banks (Official Journal of the NBP, no. 9 item 9 as amended),
- 5/ **NRB ID** – the Bank Account Number used for domestic settlements, as specified in the Order of the President of the NBP no. 15/2010 of 15 July 2010 on the method of numbering bank accounts held by banks (Official Journal of the NBP no. 9 item 9 as amended),
- 6/ **payment cards** – payment cards issued by the Bank,
- 7/ **controller** – the natural person specified in the Bank Account Agreement, acting for and on behalf of the Customer, authorised to define and modify the Customer's rights in the Internet electronic banking system, in particular authorised to define and change the rights of the system users,
- 8/ **branch** – an organisational unit of the Bank which holds the bank accounts referred to in §6,
- 9/ **optional module or transaction platform** – additional, functionally separated module of the Internet electronic banking system which is a banking product or a function of the Internet electronic banking system connected with a banking product, broadening the range of activities which can be performed in the Internet electronic banking system within the framework of passive access or active access, in particular: Cash module, Cards module, Trade Finance module, FX platform,
- 10/ **mBank Group website** – the mBank Group website containing web pages located on the Bank's web server www.mbank.pl,
- 11/ **Customer** – entrepreneurs, legal persons and organisational units without legal personality but with legal capacity that have signed a Bank Account Agreement with the Bank,
- 12/ **Regulations** – "Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A. – Part I – Current and Auxiliary Bank Account; Cash Deposits and Withdrawals; Term Deposits and Spot FX Transactions; Payment Cards",
- 13/ **mBank CompanyNet Regulations** – "Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A. – Part II – mBank S.A. Internet Customer Service System mBank CompanyNet",
- 14/ **IBAA Regulations** – "Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A.", whose Part I consists of these Regulations, and Part II consists of the mBank CompanyNet Regulations,
- 15/ **debit balance** – negative funds in the account,
- 16/ **Bank Account Agreement / Agreement** – an Integrated Bank Account Agreement signed by the Bank and the Customer under the current IBAA Regulations,
- 17/ **user** – a natural person authorised to use the Internet electronic banking system for and on behalf of the Customer, indicated in the Agreement or appointed by the Controller who is defined in the mBank CompanyNet Regulations.

#### §3

1. Bank accounts are opened and held by Bank branches on the basis of a Bank Account Agreement.
2. The Bank Account Agreement is signed by the Bank and Customers who satisfy the conditions required for opening an account on the principles and in the manner specified in the IBAA Regulations.

#### §4

1. The IBAA Regulations constitute an integral part of the Bank Account Agreement and are binding on both its parties throughout the validity of the Agreement.
2. The Bank reserves the right to amend the IBAA Regulations, although the application of the amended IBAA Regulations to Agreements signed before the amendment requires the Customer's consent expressed in the manner and on principles specified in further sections of the IBAA Regulations. The relevant provisions of the law, in particular provisions of the Civil Code, Banking Law, Foreign Exchange Law and the Payment Services Act apply to matters not governed by these Regulations, provided, however, that the following provisions shall not apply to any payment services provided under an Agreement: Chapter II of the Payment Services Act and Articles 34 - 37, sections 3 and 4 of Article 40, Article 45, sections 2 to 5 of Article 46, Article 47, Article 48, Article 51, and Articles 144 to 146 of the Payment Services Act or, if allowed, any other legal provisions that will amend or modify the above provisions.

#### §5

A Customer who submits payment instructions must observe the provisions of the foreign exchange law.

## CHAPTER 2

### Current and Auxiliary Bank Accounts

#### §6

1. Under an Agreement, Customers may open current and auxiliary accounts.
2. Current accounts are used to accumulate the Customer's funds and conduct domestic and international monetary settlements connected with the business activities conducted.
3. Auxiliary accounts are used for conducting monetary settlements that are separated by the Customer.
4. Funds in the current and auxiliary accounts are payable on every demand.

## CHAPTER 3

### Interest on Funds in Bank Accounts

#### §7

1. Funds deposited in the bank accounts bear interest according to a current variable interest rate applied at the Bank.
2. The Bank may change the capitalisation periods and the level of interest during the validity of the Bank Account Agreement without the need to terminate the Agreement if at least one of the following circumstances take place:
  - 1/ interest rates are changed by the Monetary Policy Council,
  - 2/ interest rates are changed by central banks of the states in whose currencies the Bank holds accounts,
  - 3/ change in interest rates on the interbank money market (WIBID, WIBOR, LIBOR, EURIBOR),
  - 4/ change in the required reserve ratio,
  - 5/ the principles of the NBP policy change in a manner that directly affects the liquidity position of the banking sector.
3. The Customer shall be informed of current interest rates and changes in capitalisation periods or interest rates and the reasons for these changes in the Bank's operating rooms in the form of announcements or through the mBank Group website, under the address: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje).

#### §8

1. Interest on the deposits is payable in the account currency on the following dates:
  - 1/ on deposit accounts payable on demand – monthly,
  - 2/ regardless of the type of account (deposit accounts payable on demand as well as other bank accounts, including term deposits accounts payable on a specific date) – on the day on which the account is closed.
2. Interest shall appropriately accrue from the day when a deposit is made to the account until the day preceding withdrawal or closure of the account.
3. Interest due on accounts payable on demand is added to the account balance unless the Customer decides otherwise.

#### §9

Detailed information on the level of interest on the funds in the account and the principles and procedure for calculating and paying interest is provided by the Bank's authorised employees relying on the appropriate orders of the President of the Bank's Management Board.

## CHAPTER 4

### Principles and Procedure for Entering into a Bank Account Agreement

#### §10

1. In the Bank Account Agreement, the Bank commits to:
  - 1/ holding the funds entrusted by the Customer for the term of the Agreement and to conduct monetary settlements on the Customer's instructions,
  - 2/ providing the Customer with access to the cash accumulated on the Customer's specified bank accounts through fixed line or wireless communications devices used by the Customer, as well as to provide the Customer with access to banking information and to fulfil the Customer's instructions.
2. Through the Bank Account Agreement, the Customer authorises the Bank to debit his bank account with the amounts from the fulfilled payment instructions, as well as the fees and commissions due to the Bank for the activities performed and services provided in connection with the servicing of the account.
3. This Agreement is entered into for an indefinite or definite period.
4. All amendments to this Agreement, except for:
  - 1/ changes of the IBAA Regulations and other regulations referred to in the IBAA Regulations or the Agreement, and
  - 2/ changes of the type or amount of fees and commissions specified in the "Tariff of banking fees and commissions of mBank for SME and Corporates", Section 1, Bank Accounts,must be made in writing under the sanction of invalidity.

#### §11

1. The Bank Account Agreement shall be signed on the Customer's request when the Bank Account Agreement is signed by persons authorised to make representations on the proprietary rights and duties of the parties.
2. In order to enter into the Agreement, the Customer submits to the Bank the "Application to Open / Change an Integrated Bank Account", hereinafter referred to as the "Application". The Application is submitted in one copy.
3. The Customer submits also one copy of the "Specimen Signature Card" together with the Application.
4. The Agreement is signed within 7 business days for the Bank following the date of submitting the required documents, specified in the IBAA Regulations.
5. One copy of the signed Agreement remains with the Bank, while the Customer receives the other (together with a copy of the IBAA Regulations).
6. Together with a copy of the Agreement, the Bank provides the Customer with the following, which are signed by the Bank:
  - 1/ a copy of the Application,
  - 2/ a copy of the "Specimen Signature Card".
7. The Customer commits to the non-disclosure of the documents referred to in paragraph 6 to unauthorised persons.
8. The Bank has the right to refuse to enter into the Bank Account Agreement without providing a reason.

#### §12

1. When submitting the Application, the Customer presents the following documents to the Bank:
  - 1/ the company's articles of association or by-laws – according to the legal status and the nature of the applicant's activities,
  - 2/ a document confirming the commencement of business activities if the Customer is not subject to the obligation of being reported to the National Court Register or the Central Registration and Information on Business (CEIDG),
  - 3/ decision on assigning the tax identification number NIP unless the NIP had been entered in the National Court Register, and any other documents required by the Bank.
2. In case of business activity requiring a concession, permit, licence or consent of a competent authority to perform business activity or an entry in regulated business register, the Customer shall make the statement on performance of such activities in the Application. In case described in the precedent sentence, the concession, permit, licence or consent of a competent authority to perform business activity or the certificate of entry in regulated business register, as well as any other documents, if such duty arises from separate regulations, must be attached to the Application.
3. The Applicant should attach documents specifying the persons authorised to make representations on proprietary rights and duties on his behalf.
4. Non-residents should submit:
  - 1/ extract from the register of enterprises from their home country translated into the Polish language by a sworn translator and, subject to the provisions of §16 paragraph 3, certified by a diplomatic post of the Republic of Poland relevant for a given country, containing the following clause "Certified to conform to the laws of the country of issue",

- 2/ certificate of residence stating the Customer's tax residence, issued by a competent tax authority of the country in which the Customer's registered office is located, in the case when the Customer has such a certificate,
- 3/ and any other documents required by the Bank.

### §13

1. The Application referred to in §11 and the "Specimen Signature Card" should be signed by the persons authorised to make representations on the Applicant's proprietary rights and duties in the presence of a Bank employee.
2. The Bank confirms the identities of the persons signing the Application with the identity documents presented by these persons.
3. No signature is required in the presence of a Bank employee by persons whose signatures and features of their identity documents, as well as authorisations for signature have already been checked by the Bank or the authenticity and validity of the signatures has been confirmed by authorised persons in another Bank that holds the Customer's current account.
4. The Customer shall be liable for the authenticity and validity of the signatures of the attorneys.

### §14

1. In order to open the bank account, the Customer is obliged to present further documents in addition to those listed in §12.
2. Detailed information on the documents required for opening the account shall be provided by the Bank's authorised employees.

### §15

1. If the Bank Account Agreement is signed with a limited liability company in the process of formation or with a joint-stock company in the process of formation, the Agreement shall be signed for a definite period with an option to extend its validity for a further definite period (or to convert it into an agreement signed for an indefinite period if the Customer presents the Bank with the required documents after the registration of the company). The Bank Account Agreement shall terminate if the Customer fails to submit an application to the National Court Register to register the company within six months of the date of signature of the articles of association or the date of preparation of the company's by-laws.
2. The Customer referred to in paragraph 1 may use funds on the account up to the balance limit.

### §16

1. All the documents required to open an account should be submitted in original or notarised copies. Documents drawn up in a foreign language should be translated into Polish by a sworn translator.
2. Upon verifying the documents, the Bank makes and authenticates their photocopies, and returns the original copies to the applicant.
3. With the reservation of the provisions of paragraph 4, entrepreneurs who operate under foreign laws shall submit documents certified by the embassy or consulate of the Republic of Poland for the given country of the applicant's registered office containing the clause "Certified to conform to the laws of the country of issue". The documents may be also notarised by a foreign notary public whose licence must be certified by an embassy or consulate of the Republic of Poland in the country of the applicant's registered office.
4. Entrepreneurs who conduct activities under foreign laws that are subject to the provisions of international law that override the requirement for certification of foreign official documents shall submit official documents certified in accordance with these regulations. Detailed information on this shall be provided by the Bank's authorised employees.

### §17

An attorney may open an account when the power of attorney is submitted with notarised signatures of the persons authorised to make representations on proprietary rights and duties of the principal. The power of attorney shall cover an authorisation to perform activities of a specific type or an authorisation to perform particular activities (i.e. to sign a bank account agreement, including the designation of individuals authorised to use the funds on the account). For non-residents, the document must be certified in accordance with the principles specified in §16, paragraphs 3 and 4.

### §18

1. The Customer shall be obliged to immediately notify the Bank in writing of any changes to the data contained in the Application and other documents submitted to the Bank in order to sign the Agreement. The notice should be signed by persons authorised to submit representations on the Customer's proprietary rights and duties.
2. In the event of a change in the Customer's name or legal form following a merger, split, transformation or another change, the Customer should communicate such changes to the Bank and attach documents that confirm such changes and their extent, in particular, a legally binding decision of the court regarding these changes and other documents required by the Bank in order to decide whether to keep the existing account number or establish a new number.
3. If the change consists in the Customer taking up business activity subject to a concession, permit, licence, consent of a competent authority to run such business activity or subject to registration in the business activity register, the Customer shall immediately present the Bank with a document confirming that such an activity is performed in accordance with legal regulations (i.e. respectively with a concession, permit, licence, consent of a competent authority to perform the business activity or with a business activity registration certificate).

## CHAPTER 5

### Powers of Attorney to Administer the Funds in the Bank Account

#### §19

1. With the reservation of provisions of the mBank CompanyNet Regulations, the Customer may appoint an attorney (attorneys) to administer the funds in the account. The power of attorney may only be issued in writing. The power of attorney may be permanent, temporary or one-time.
2. Unless the Customer decides otherwise, the power of attorney shall be valid for all of the Customer's current and auxiliary accounts.

#### §20

A permanent power of attorney may be granted as:

- 1/ a general power of attorney (as understood in these Regulations) under which the attorney may operate to the same extent as the Customer, including cheque operations,
- 2/ a special power of attorney (as understood in these Regulations) under which the attorney is authorised to administer the account exclusively to the extent specified by the Customer in the power of attorney, including cheque operations.

#### §21

The attorney is not entitled to grant further powers of attorney unless the contents of the power of attorney specifies otherwise.

## §22

1. A power of attorney may be granted by the Customer:
  - 1/ directly at the Bank's branch that holds his account, by:
    - a/ entering the attorney's details into the "Specimen Signature Card". In order for the power of attorney to be valid, the attorney must submit a specimen signature on the "Specimen Signature Card". The power of attorney should be confirmed by the signatures of the attorney and the Customer, placed on the "Specimen Signature Card" in the presence of a Bank representative. In absence of anything contrary, it is assumed that the power of attorney granted by way of entry in the "Specimen Signature Card" is a general power of attorney (within the meaning of these Regulations);
    - b/ submitting to the Bank's branch that holds the Customer's account a Customer instruction authorising the attorney to perform specific activities in the account in a specific period or just once. The power of attorney should be confirmed by the signatures of the attorney and the Customer in the presence of a Bank representative,
  - 2/ correspondence – by submitting to the Bank's branch that holds the Customer's account a notarial copy of the notarial deed holding the power of attorney to perform specific activity / activities in the account in a specific period or just once.
2. A power of attorney granted by the Customer who is a non-resident by correspondence should be executed by relevant foreign notary whose competencies shall be confirmed by Polish embassy or consulate competent for the applicant's country.
3. The Bank shall notify the Customer forthwith in writing of the acceptance or refusal to accept the power of attorney (and the reasons for such refusal) granted by correspondence.

## §23

The power of attorney should contain in particular the following information:

- 1/ the attorney's forename and surname,
- 2/ the features of the attorney's identity document (the PESEL number for residents or the date of birth for non-residents) and the place of issue of such document,
- 3/ citizenship,
- 4/ place of residence (country, postal code, city/town, street, building or apartment number),
- 5/ type of the power of attorney: general or special (within the meaning of these Regulations) and the scope of the power of attorney when it is special,
- 6/ whether the power of attorney is one-off or is granted for a period "from... to...",
- 7/ the attorney's specimen signature.

## §24

1. The power of attorney may be amended or revoked by the Customer on his written instructions confirmed in the manner specified in §22, paragraph 1.
2. The revocation of the power of attorney becomes effective on the day following the submission or receipt of the instruction at the branch that holds the account.
3. The power of attorney expires as a result of:
  - 1/ the discontinuation of the principal's legal existence,
  - 2/ the death of the principal or the attorney,
  - 3/ the expiry of the period for which it was granted,
  - 4/ revocation.

## CHAPTER 6

### Specimen Signature Card

## §25

1. The "Specimen Signature Card" constitutes an integral part of the Bank Account Agreement. With the reservation of the mBank CompanyNet Regulations, it is a document that defines the rights of the persons to administer funds in the Customer's account/accounts and is used to record specimens of their signatures.
2. The "Identity card for persons authorised to use the bank account" constitutes an integral part of the "Specimen Signature Card". The Customer is responsible for completing the "Identity card for persons authorised to use the bank account" for every such person.
3. In the "Content / Specimen\*" of the Company seal" field of the "Specimen Signature Card", the Customer may:
  - 1/ leave the word "Content" and delete the word "Specimen", legibly enter the exact content of the company seal used or print the seal. A change in the font or the ink of the seal, which does not involve a change in the content of the seal, as specified in the "Specimen Signature Card", does not require a change to the "Specimen Signature Card" and is deemed by the parties to the Agreement as insignificant for acceptance and fulfilment of the Customer's instructions by the Bank,
  - 2/ delete the word "Content" and leave the word "Specimen" and include a print of the company seal. For the instructions to be valid, the document containing the instruction must then be stamped with the company seal, which is compliant with the specimen in the "Specimen Signature Card", with the reservation that the specimen of the seal does not involve the type of ink used to make the print of the seal,
  - 3/ delete the words "Content" and "Specimen" and enter "no seal/stamp". In such a case, the inclusion of the Customer's seal shall not be required on the instruction forms.

## §26

1. If the Customer decides that instructions for his account are to be signed by more than one person, two or more signatures will be required in the combination specified by the Customer.
2. The signatures of the persons named in the "Specimen Signature Card" or the signatures of the attorneys referred to in §22, paragraph 1, item 1 letter b and item 2 are required for the bank account instruction to be valid.

## §27

1. The "Specimen Signature Card" is valid until it is revoked in writing by the Customer. The revocation is effective on the day following the date the Bank receives the revocation or on a later date, as specified by the Customer.
2. The persons named in the "Specimen Signature Card" lose the rights to administer the funds in the bank account on the dates specified in paragraph 1 on the basis of a written notice (revocation) sent to the Bank and signed by the persons authorised to make representations on the Customer's proprietary rights and duties.
3. In the event of the failure to notify the bank of the fact referred to in paragraph 2, the Bank shall not be held liable for any resulting damages.

## §28

1. A change in the persons authorised to administer the funds in the account requires the preparation of a new "Specimen Signature Card" and the cancellation of the existing "Specimen Signature Card".

2. A change in the persons authorised to administer the funds in the account requires the presentation of new documents from which the change arises. In exceptional cases and on the Customer's written request, the Bank may introduce these changes before court registration under the condition that the Bank is presented the originals or notarised copies of documents from which these changes arise. Provisions of §16 paragraph 2 are applied accordingly.
3. The Customer should also submit a new "Specimen Signature Card" if there is a change to:
  - 1/ the company's name or address,
  - 2/ the company seal,
  - 3/ the Customer's legal form,and other reasons that affect the administration of the funds in the bank account.

## CHAPTER 7

### Administration of the Funds in the Bank Account

#### §29

1. The Customer may freely administer the funds up to the current balance on the bank account within the framework of the applicable provisions of the law and subject to the restrictions arising from the agreements signed by the Customer and the Bank.
2. If instructions coincide where fulfilment of one instruction wholly or partially precludes fulfilment of the other, the Bank may suspend their fulfilment until the receipt of the Customer's final decision.
3. If the Customer's instruction is inconsistent with the Regulations, the Bank Account Agreement or the provisions of the law, the Bank refuses to fulfil the instruction.
4. If the Customer's payment instruction with the fee or commission due to the Bank is not covered by the funds in the bank account, the Bank may refuse to fulfil the instruction.
5. Payment instructions not covered by the funds in the accounts may be fulfilled with the Bank's consent at the amount and under the conditions individually laid down in a separate agreement with the Bank.
6. The Bank shall fulfil payment instructions in conformity with the bank account number specified by the Customer in a given payment instruction.
7. If the Customer enters an incorrect NRB ID or incorrect IBAN ID in the instruction, the Bank may refuse to fulfil the instruction. An incorrect NRB or IBAN ID is the one that is inconsistent with the bank account number standard specified in the Order of the President of the NBP no.15/2010 of 15 July 2010 on the method of numbering bank accounts held by banks (Official Journal of the NBP no. 9 item 9 as amended).
8. In case of domestic or foreign incoming payment orders fulfilled by the Bank, the Bank shall make postings exclusively with the use of the beneficiary's account number included in the incoming payment order. The Bank shall not verify the name against the beneficiary's account number.
9. The Bank may withhold fulfilment of transactions on the account in the event of failure in the computer system or of the telecommunication system which make the access to accounting records and ongoing handling of accounts impossible, until such a failure is remedied.
10. The Bank's suspension or refusal to fulfil transactions for the reasons specified in paragraphs 3, 4, 7 and 9 shall not breach the terms and conditions of the Bank Account Agreement.

#### §30

The Customer is obliged to observe forms and principles that apply to monetary settlements in domestic and international trading that apply in the Bank.

#### §31

1. A payment instruction shall be deemed received by the Bank upon receiving by the Bank a payment instruction that is correctly filled in, provided, however, that if the Bank has received a payment instruction on a non-business day, it shall be deemed received by the Bank on the first business day thereafter.
2. If the Bank receives a payment instruction referred to in paragraph 1 after the cut-off time specified by the Bank pursuant to paragraph 3, it shall be deemed received by the Bank on the next business day for the Bank.
3. The details relating to:
  - 1/ cut-off times and fulfilment dates applicable to the Customer's instructions,
  - 2/ the amount limit of cash withdrawals above which the Bank must be advised (in person, by tested (encrypted) fax transmission or via electronic banking systems), and
  - 3/ the forms and methods applied by the Bank to cash settlements,shall be notified to the Customer by displaying information in the Bank's operating rooms or on the mBank Group website.

#### §32

1. The Customer may submit payment instructions with a future fulfilment date.
2. If the date for the fulfilment of the instruction referred to in paragraph 1 is a non-business day for the Bank, the Bank shall fulfil the instruction on the Bank's first business day following the non-business day.
3. The Customer may cancel the submitted payment instruction up to the business day preceding the instruction fulfilment date inclusive.

#### §33

1. The Bank carries out payment instructions of the Customer denominated in the zloty or in a foreign currency included in the mBank S.A. Exchange Rates, with the reservation that payment instructions involving incoming and outgoing cash payments are carried out only in currencies notified to the Customer by displaying information in the Bank's operating rooms or on the mBank Group website.
2. In the case when it is necessary to convert the instruction amount, the Bank effects the transaction using the exchange rate of the currency referred to in paragraph 1, applicable at the Bank at the time when the payment instruction is carried out.
3. The principles specified in paragraphs 1 and 2 apply unless the provisions of separate agreements entered into between the Customer and the Bank provide otherwise.

#### §34

1. The Bank shall have the right to:
  - 1/ fulfil instructions in any manner that is deemed reasonable in the light of specific features of a given instruction,
  - 2/ fulfil instruction in a different order than the order of their submission.
2. With the reservation of paragraph 4, upon the Customer's order, the Bank may fulfil the instruction to:
  - 1/ set the priority for fulfilling instructions,
  - 2/ block a specific amount.
3. The Customer's instructions shall not suspend any payments of amounts due to the Bank. The Bank's claims against the Customer, including any claims resulting from any other agreements between the Customer and the Bank, may be deducted without making any other statements to the Customer.
4. The ability of the Customer to administer the funds in the account may be restricted following a written notice sent to the Bank by a bailiff or an administrative enforcement authority to perform an enforcement seizure or to seize monetary claims from the bank account in connection with enforcement proceedings or proceedings to secure claims. Such a restriction may also follow the decision of an authorised body of state administration. In such cases the Customer's instruction shall be ineffective.



### §35

After having signed separate agreements, the Customer may place the instructions:

- 1/ electronically through an electronic banking system used by the Bank other than the internet banking system,
- 2/ using telecommunications systems.

### §36

1. The Bank is liable for the prompt and correct performance of monetary settlements provided that the instruction is placed in a manner that enables its correct fulfilment. The Bank's liability does not cover damages caused by circumstances beyond the Bank's control, in particular, force majeure or decisions of the state authorities. In any case, the Bank's liability shall be limited to the loss and shall not cover the Customer's lost benefits.
2. The Bank shall pay default interest at the statutory interest rate for every day of delay in the fulfilment of the Customer's correct instruction for reasons other than stated in these Regulations, which shall be calculated on the amount of the Customer's instruction.

### §37

1. The Customer authorises the Bank to debit his bank account by the amount of payment instructions fulfilled.
2. The Bank shall debit the Customer's account when the payment instruction is fulfilled unless otherwise provided for by the provisions of agreements signed by the Customer and the Bank, including the Bank Account Agreement.
3. At the time when the account is debited with the instruction amount, the Customer is obliged to have funds deposited on his bank account totalling the instruction amount increased by fees and commissions due to the Bank.

### §38

1. With the reservation of provisions of the mBank CompanyNet Regulations, the Bank fulfils instructions from the bank account that are signed by the persons named in the "Specimen Signature Card" or by the attorneys referred to in these Regulations. The use of facsimiles instead of signatures is prohibited.
2. Unless the signatures on the instructions of the Customer or persons authorised to administer the funds in the account comply with the specimen signatures placed with the Bank, the instructions shall not be executed by the Bank.
3. The content or print of a company seal on the Customer's instructions must comply with the content or specimen of the stamp on the "Specimen Signature Card".
4. Any payment instructions submitted to the Bank pursuant to paragraphs 1 through 3 shall be deemed authorised by the Customer. The authorisation of a payment instruction shall be tantamount to the Customer's consent to the fulfilment of such instruction.

### §39

In the event that the Bank refuses to fulfil a payment instruction, the Bank shall promptly notify the Customer of such refusal and of the reason for such refusal.

## CHAPTER 8

### Forms Required for Administering the Funds in the Account

#### §40

1. The Customer shall place instructions on forms issued by the Bank or other forms agreed with the Bank.
2. Cash and clearing cheque books are issued by the Bank against a receipt on the Customer's written request signed in accordance with the "Specimen Signature Card".
3. Cheque books are issued to the Customer or persons authorised by the Customer by the branch of the Bank that holds the account when the Bank Account Agreement is signed.

#### §41

1. The person who collects the cash or clearing cheque book must check the number of cheques in the book and whether they are properly marked when collecting the book and in the presence of the Bank employee who issues the book. The Customer bears the risk related to the failure to check the number of cheques and their correct marking.
2. If the cheque book or blank or completed cheques are lost or stolen, the Customer is obliged to notify the Bank's branch forthwith in person or by telephone, stating the quantity and numbers of cheque and cheque amounts if any. A telephone notification must be confirmed forthwith in writing. The person reporting the loss or theft must declare in the notification that he assumes full liability for the consequences of suspension of the cheque being cashed and for demanding proof of identity of the person presenting the cheque.
3. The Bank shall stop the cheques referred to in paragraph 2, which can only be cancelled by the Customer in writing.
4. If the Bank is notified of a loss of the cheque book or blank or completed cheques at the branch, the Bank is liable for consequences of cashing the lost cheques from the moment of receipt of the written notification.
5. The Customer is obliged to carefully store blank cheques and protect them from damage, loss or forgery.

## CHAPTER 9

### Monetary Settlement System

#### §42

1. The Bank performs cash settlements in the following forms:
  - 1/ cheques for cash,
  - 2/ cash deposits and withdrawals using till documents,
  - 3/ cash withdrawals using payment cards.
2. A cheque for cash is used for making cash payments to the person specified by the Customer on the cheque (order cheque) or to the bearer (bearer cheque).
3. The Bank cashes cheques for cash, which:
  - 1/ come from the cheque book issued to the Customer,
  - 2/ have not been blocked,
  - 3/ have been properly completed (in the event of differences between the amounts in figures and words, the amount expressed in words shall be deemed correct),
  - 4/ are presented for cashing within 10 calendar days of their issue date,
  - 5/ are signed in accordance with the "Specimen Signature Card" submitted to the Bank,
  - 6/ are covered by the funds in the issuer's account (cheques without cover are returned with a "bounced" annotation).

### §43

1. Non-cash settlements are conducted in the form of:
  - 1/ a transfer instruction,
  - 2/ an outgoing international payment instruction,
  - 3/ a direct debit,
  - 4/ a clearing cheque,
  - 5/ a payment cards,and other forms specified in separate regulations.
2. On the request of the cheque issuer, the Bank may confirm a clearing cheque by blocking the respective amount in the account to cover the cheque. Cheque confirmation may be complete (for a specified amount) or incomplete (up to a specified amount).

### §44

The Bank verifies the identity of the person who performs the following activities:

- 1/ withdraws cash,
- 2/ requests confirmation of a clearing cheque on behalf of the Customer,
- 3/ performs the transactions referred to in the regulations on the prevention of money laundering and the prevention of financing of terrorism.

### §45

The Customer, persons who submit payment instructions on behalf of the Customer and persons who administer the funds on the Customer's account are obliged to present proof of identity on every request of the Bank under the sanction of the Bank's refusal to fulfil the transaction.

## CHAPTER 10

### Closed Cash Deposits and Withdrawals

### §46

1. The Customer may only use the closed cash deposit and withdrawal service after making the relevant statements in the Application.
2. The Bank accepts closed cash deposits from the Customer on the principles specified in the "Regulations on Closed Cash Deposits" and in the IBAA Regulations.
3. The Bank shall make closed cash withdrawals upon the Customer's instruction on the principles specified in the "Regulations on Closed Cash Withdrawals" and in the IBAA Regulations.

## CHAPTER 11

### Term Deposits and Spot FX Transactions

### §47

1. The conclusion of a term deposit transaction and a spot FX transaction may be effected via telephone or through the Internet electronic banking system by persons authorised on behalf of the Customer and the Bank.
2. In order to commence cooperation on term deposit transactions and spot FX transactions, the Customer must specify the persons authorised to conclude such transactions in the mBank CompanyNet System Customer's Access Rights Card, referred to in the mBank CompanyNet Regulations.
3. As per paragraph 2, the Customer is obligated to indicate at least one person authorised to conclude transactions referred to in paragraph 1.
4. The Customer is responsible for the person authorised to conclude transactions immediately updating the personal details to the extent specified in the "ID Card" or in the "Identity Card together with information on personal data processing".

### §48

1. The Bank opens and holds term deposit accounts for the Customers on the principles specified in the "Regulations on PLN and FX Term Deposits for Institutional Clients" and in the IBAA Regulations.
2. The Customer and the Bank conclude spot FX transactions on the principles specified in the Regulations: "Regulations on Spot FX Transactions" and "General Terms and Conditions of Co-operation with Clients in Financial Market Transactions", as well as on the principles specified in the IBAA Regulations.

### §49

In the case of transactions concluded over the telephone, a sufficient condition for establishing whether the transaction was concluded on behalf of the Customer by an authorised person will be the submission of the following information by the person indicated by the Customer in the Application or on the mBank CompanyNet System Customer's Access Rights Card, referred to in the mBank CompanyNet Regulations, as the person authorised to conclude term deposit and spot FX transactions over the telephone:

- 1/ his forename and surname and
- 2/ the Customer's name.

### §50

1. The parties shall agree that telephone calls will be recorded in connection with transactions concluded over the telephone.
2. The recorded calls may be used as a proof in the arbitration or court proceedings.

## CHAPTER 12

### Payment Cards

### §51

1. The Bank issues payment cards on the Customer's request.
2. The conditions for issuing payment cards to the Customer include:
  - 1/ Customer and the Bank entering into the "Agreement on Payment Cards for a Corporate Customer",
  - 2/ the submission by the Customer of an application for issuing payment card concerning a selected type of card or cards,
  - 3/ signing by the Customer a statement of submission to enforcement proceedings in the case when such statement is required by the Bank in connection with the type of payment card for the issue of which applies the Customer.
3. The Bank reserves the right to refuse to issue the card without justification.
4. The detailed principles of using and settling payment cards issued by the Bank are specified in the agreement referred to paragraph 2 item 1 and the rules of those cards.

## CHAPTER 13

### The Unauthorised Debit Balance

#### §52

If there is an unauthorised debit balance on the bank account, the Bank shall charge interest at the statutory interest rate. The interest shall accrue from the date of the transaction resulting in the unauthorised debit balance until the date preceding its liquidation.

#### §53

1. Payments into the Customer's account where an unauthorised debit balance appeared shall be appropriated in the following order to cover of the Customer's liabilities:
  - 1/ interest due to the Bank from the debt that emerged,
  - 2/ the amount of the debt to the Bank,
  - 3/ other payments due on the day the funds are credited (paid).
2. Whenever the debt due to unauthorised debit balance remains unpaid after 7 days from its occurrence, the Customer authorises the Bank to set-off contractually the Bank's debt claim due to unauthorised debit balance, occurring under the Bank Account Agreement, against any debt claim which the Customer may have against the Bank (whether matured or not) under any current account agreement or auxiliary account agreement (not excluding the Bank Account Agreement) or term deposit account agreement, at the Bank's option. The set-off shall not require any additional declaration of the Bank. If the account is held in any other currency than PLN, then the funds accrued on such account shall, for the purpose of covering of the Customer's matured debt, be converted, in relevant portion, into PLN at the exchange rate given in the mBank S.A. Exchange Rates as on the day of repayment of debt due to unauthorised debit balance.

## CHAPTER 14

### Bank Statements and Balance Confirmation

#### §54

1. The Bank shall determine the balance after each change in the amount of funds on the account by providing bank statements to the Customer as often as specified in the Application.
2. The bank statements include information on payment instructions fulfilled, as well as settlements, and fees and commissions collected by the Bank.
3. Bank statements shall be supplied to the Customer electronically in the form of electronic files within the internet banking system.
4. Bank statements may be received and viewed by the following users selected by the Customer in the Application:
  - 1/ users authorised by the controller or
  - 2/ users specified by the Customer in the Application.
5. Statements provided by the Bank electronically are documents related to banking activities, prepared on electronic media. Statements shall contain identification data such as the statement date and last twelve digits of the given Customer bank account number for which the statement was generated.
6. The date, on which statements are provided to the Customer electronically, as specified in paragraph 3, shall be the date on which the statement is made available to the Customer.
7. The Customer is obliged to notify the Bank forthwith of his lack of access to bank statements made available by the Bank electronically despite Customer's observance of requirements set forth in the mBank CompanyNet Regulations.
8. The Bank shall prepare copies of bank statements against a fee on the Customer's request.

#### §55

1. In the event of finding an incorrect balance, the Customer shall report this within 14 days of the receipt of the bank statement. The Bank shall review the claim, provide the necessary information and correct (reverse) the incorrect entry if the error arose from a mistake by the Bank. The failure to submit objections to the statement within 14 days of its receipt means the Customer's confirmation of compliance of the account turnover and balance.
2. The Bank is liable for the precise fulfilment of instructions. The Customer is liable for errors in the wording of the instructions issued to the Bank. The Bank shall not reverse an account as a result of an error in the Customer's instructions. Any possible related disputes are resolved by the parties without the Bank's participation.

#### §56

1. The Bank shall send a notice of the account balance at the end of the calendar year. The Customer shall sign a notice in accordance with the "Specimen Signature Card" submitted to the Bank and return it within 14 days of the date of receipt of the notice as confirmation of a matching balance. The lack of return of the signed notice by the Customer by that date is considered by the Bank to be confirmation of a matching balance.
2. If the balance figures do not match, the Bank shall check the reason for the mismatch. If the mistake was made by the Bank, the Bank shall make the necessary correction and re-send the notice with the corrected balance.

#### §57

1. The withdrawal of erroneously paid or erroneously posted funds shall result in the Customer's civil liability.
2. If an incorrect accounting entry is made in the Customer's account through the fault of a bank participating in the transaction or the Bank, the Bank reserves the right to cancel the entry without Customer's request.
3. The Bank notifies the Customer of the corrected entry on the account (debit/ credit) on the bank statement.

## CHAPTER 15

### Termination of the Agreement and Closure of the Bank Account

#### §58

1. Either the Customer or the Bank may terminate the Bank Account Agreement by providing a notice period of one month. The notice period of the termination shall start on the date on which the notice is delivered to one of the parties.
2. An Agreement that has been concluded for a definite period terminates on the deadline until which it was concluded.
3. The Bank may terminate the Agreement in accordance with paragraph 1 for valid reasons, in particular:
  - 1/ a serious breach of the provisions of the Bank Account Agreement or the regulations referred to in the Bank Account Agreement or these Regulations by the Customer,
  - 2/ use of the bank account against generally applicable laws,
  - 3/ no funds paid into account for one month from its opening and a zero account balance is maintained,

- 4/ no turnover on the account for more than three months (excluding interest accrual), where the account balance does not cover fees and commissions for holding the account,
  - 5/ unauthorised debit balance unpaid, with interest, on the date set by the Bank,
  - 6/ the provision by the Customer of false information when entering into the Bank Account Agreement,
  - 7/ the Customer's taking actions that are harmful to the Bank,
  - 8/ a petition is filed for the Customer's bankruptcy or liquidation, restructuring or enforcement proceedings are instituted or the Customer's solvency is at risk,
  - 9/ the Customer discloses information on the operation of the Internet banking system, the disclosure of which may compromise the effectiveness of the mechanisms assuring security of orders,
  - 10/ when the Customer is entered in the list published on the official website of Polish Financial Supervision Authority (Komisja Nadzoru Finansowego), such list containing the Authority's public warning against dishonest entrepreneurs (applies also when the Customer is entered in the list published on the official website of the Authority's foreign counterpart, such list containing the finance regulatory authority's public warning against dishonest entrepreneurs).
4. In the case of joint accounts, the Customer who is one of the joint account holders cannot terminate the Bank Account Agreement by sending a termination notice. In such a situation, the termination document must be signed by all joint account holders. A joint account holder may effectively terminate the Agreement only with a power of attorney granted by all remaining joint account holders.

#### §59

1. The termination of the Bank Account Agreement by either Party is made in writing and is signed by persons authorised to make declarations of will in the scope of proprietary rights and duties of the parties. In the event that the Bank terminates the Agreement, the Customer is notified of the reason for the termination.
2. At the moment of terminating the Agreement the Bank provides the Customer with the balance of the account, requests for filing an instruction to settle it within 14 days from the day of receiving the letter from the Bank and for returning the payment cards and unused cheques issued by the Bank.
3. At the moment of terminating the Agreement the Customer is obliged to return all payment cards to the Bank and the unused cheques issued by the Bank, while the Bank may block the payment cards issued to the Customer.
4. In the event of the lack of return of:
  - 1/ payment cards – the Bank may immediately block the cards,
  - 2/ unused cheques – the Customer presents the Bank with a written declaration providing the reason for this along with the cheque numbers.
5. At the moment of terminating the Bank Account Agreement the Bank closes the Customer's account.
6. Before closing the account, the Bank calculates the interest due to the Customer and collects the interest, commissions and fees due to the Bank.

#### §60

1. If the Customer fails to administer a positive balance on a closed bank account by the date specified in §59, paragraph 2, the balance shall be posted to an interest-free suspense account and placed at the Customer's disposal.
2. If the account is closed by way of a court decision, the balance of the closed account shall be transferred in accordance with the instruction contained in this adjudication.
3. Claims for the withdrawal of the balance on a closed account expire after two years.

#### §61

The Customer is responsible for the fulfilment of all liabilities that emerged during the Bank Account Agreement and which are related to its performance.

## CHAPTER 16

### Commissions and Fees

#### §62

1. Under the Bank Account Agreement, the Bank charges commissions and fees specified in the "Tariff of banking fees and commissions of mBank for SME and Corporates", Section 1 – Bank Accounts, which, as an appendix, is an integral part of the Bank Account Agreement.
2. The "Tariff of banking fees and commissions of mBank for SME and Corporates" is introduced by the President of the Bank's Management Board in the form of an order.
3. The types or levels of the fees or commissions may change. The changes in the types or levels of commissions and fees shall depend, in particular, on the transaction servicing costs incurred by the Bank, including the market parameters that affect the costs, such as inflation, exchange rates and reference interest rates fixed by the NBP.
4. The new appendix referred to in paragraph 1 may be delivered to the Customer by publication on the mBank Group website, under the address: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje) of a text containing the amended Section I of the "Tariff of banking fees and commissions of mBank for SME and Corporates". Together with the amended text of Section I of the "Tariff of banking fees and commissions of mBank for SME and Corporates", the information on the date of publication and the information on the effective date of such changes will be made available. The day of delivery of the changes to Section I of the "Tariff of banking fees and commissions of mBank for SME and Corporates" to the Customer is considered to be the eighth day from the date of publication of such changes on the mBank Group website.
5. The Customer undertakes to read any information for customers published on the mBank Group website, under the address: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje), at interval not shorter than one week.
6. If the Customer fails to submit a written declaration of his refusal to accept the changes introduced within 14 days of the date of delivery of the appendix referred to in paragraph 4, the changes shall be deemed accepted by the Customer and effective on the parties as of the effective date.
7. The Customer's refusal to accept the changes in mBank S.A.'s commissions and fees within the deadline referred to in paragraph 6 shall constitute the Customer's termination of the Bank Account Agreement. In such case, the provisions of §58 paragraph 1 shall apply accordingly.
8. The Customers shall be informed of the current rates of the "Tariff of banking fees and commissions of mBank for SME and Corporates" and changes in rates in the Bank's operating rooms or through the mBank Group website ([www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje)).

#### §63

1. The Bank shall charge the Customer's account with commissions and fees for the fulfilment of the payment instruction on the day the instruction is being fulfilled.
2. The principle expressed in paragraph 1 applies unless the provisions of agreements, including the Bank Account Agreement, signed by the Customer and the Bank provide otherwise.

#### §64

1. Regardless of the account balance, the Bank reserves the right to charge the Customer's bank account with fees and commissions due to the Bank under the Bank Account Agreement and with amounts from financial market transactions entered into with the Bank on the basis of separate agreements.
2. In the event when the Bank Account Agreement is terminated the Bank reserves the right to charge the Customer's account with a fee for administrating the account for the entire calendar month started.

## CHAPTER 17

### Amendments to the IBAA Regulations

#### §65

1. The provisions of the IBAA Regulations may be amended during the validity of the Bank Account Agreement.
2. The Bank shall send the new wording of the IBAA Regulations or notice specifying the amendments to the IBAA Regulations together with the date of validity of the amendments to the Customer by recorded delivery registered post to the Customer's address last known to the Bank, or shall hand the Customer the new wording of the IBAA Regulations or notice specifying the amendments to the IBAA Regulations, against confirmation of receipt.
3. The new wording of the IBAA Regulations or the notice referred to in paragraph 2 may alternatively be delivered through a link (hyperlink) on the pages of the Internet electronic banking system to the web pages of the mBank Group website containing the wording of the changes to the amended IBAA Regulations. Together with the link (hyperlink), the web pages of the Internet electronic banking system shall contain information on the date of publication of the changes to the IBAA Regulations on the web pages of the mBank Group website and the date of validity of these changes. The day of delivery of the changes to the IBAA Regulations to the Customer is considered to be the eighth day from the date of publication of changes to the IBAA Regulations on the web pages of the mBank Group website.
4. The Customer undertakes to read any information published on pages of the Internet electronic banking system at interval not shorter than one week.
5. The Customer's refusal to accept the new terms and conditions of the Agreement arising from the amendments to the provisions of the IBAA Regulations should be made in writing within 14 days of delivery of the new wording of the IBAA Regulations or the notice, and shall constitute a termination of the Bank Account Agreement. In such case, provisions of §58 paragraph 1 shall apply accordingly.
6. The Bank shall acknowledge the lack of representation accepting the new terms and conditions of the Agreement within 14 days of the date of their delivery as the Customer's acceptance of the new terms and conditions of the IBAA Regulations on their validity date.

## CHAPTER 18

### Final Provisions

#### §66

1. In respect of the provision of the direct debit service to Customers who are payers (debtors), the "Rules of Direct Debit Settlements" Regulations, published on the Bank's website ([www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje)), shall apply from 24 October 2012 on.
2. The Customer shall be obliged to know the "Rules of Direct Debit Settlements" Regulations. The Customer shall have the right to cancel his consent to charge his account under the direct debit scheme if he does not accept the provisions of the "Rules of Direct Debit Settlements" Regulations.

#### §67

1. If an enforcement body seizes liabilities from the bank account of a Customer against whom enforcement proceedings or proceedings to secure claims have been instituted, the Bank shall apply provisions of the Civil Procedures Code or the Act on administrative enforcement proceedings.
2. The Bank shall cease making payments from the Customer's account to the level of enforced receivables and shall proceed in accordance with the orders of the enforcement body.

#### §68

The Bank shall be fully liable for the funds deposited and is obliged to ensure their due protection. The Bank's liability shall not include damages arising from the Customer's actions or damages caused by circumstances beyond the Bank's control, in particular, actions of force majeure or actions of bodies of state authorities.

#### §69

The transfer of an account to another branch of the Bank shall be carried out upon the Customer's written instruction.

#### §70

1. Deposits (in zloty or in other currency) of the following depositors are subject to protection by the Bank Guarantee Fund on the rules specified in the Bank Guarantee Fund Act of 14 December 1994 (Journal of Laws of 2009, No. 84, item 711, as amended):
  - 1/ individuals,
  - 2/ legal persons,
  - 3/ organisational units without legal personality if they have legal capacity,
  - 4/ school savings funds and workers' mutual assistance and loan funds,being a Party of the Personal Bank Account Agreement or being liable to the Bank as a result of banking activities confirmed by documents with personal data issued by the Bank or by personal deposit certificates referred to in Article 9 section 1 of the Act dated 29 July 2005 on the trade in financial instruments (Journal of Laws of 2010, no. 211 item 1384, as amended) and persons referred to in Article 55 section 1 and Article 56 section 1 of the Banking Law, subject to provisions of Article 26q of the Bank Guarantee Fund Act if their liability to the Bank became due before the fulfilment of the guarantee condition (within the meaning of the Bank Guarantee Fund Act).
2. In the case where the Bank maintains one account for a few entities (common account), each of those entities is a depositor – within the limits set in the Bank Account Agreement and in the case when there are no contractual provisions or provisions in this scope – in an equal part.
3. In the case where the Bank maintains an account for a private partnership, general partnership, professional partnership, limited partnership or a limited joint-stock partnership – the depositor is that company.
4. Guaranteed funds are subject to mandatory guarantee scheme from the day they are transferred to the bank account, no later than on the day preceding the meeting the guarantee condition, and in the case of liabilities resulting from banking activities, providing that the activity was carried out preceding the day the guarantee condition was met – up to the amount (along with interest accrued until the day the guarantee condition is met, in accordance with interest indicated in the Agreement regardless of its due date) in zloty equivalent of EUR 100,000.00 – in 100%.
5. The average exchange rate of the National Bank of Poland from the day when the guarantee condition is met is the conversion rate from the euro to the zloty.
6. The zloty equivalent of EUR 100,000.00 sets the maximum level of the depositor's claims to the Bank Guarantee Fund, regardless of the amount of funds collected and number of accounts held or the number of receivables the depositor is eligible for from the Bank.
7. Claims on guarantees come under a 5 years statute of limitation from the day of meeting the guarantee condition.

#### §71

The Bank shall keep the turnover and balance on the bank account secret. The Bank shall provide the information on the turnover and balance of the bank account exclusively to the Customer and authorised entities in accordance with the applicable provisions of the law.

#### §72

The Customer has the right to apply for the products offered by the Bank, in particular loans and guarantees and letters of credit, on the principles specified in the Bank's separate regulations and in accordance with separately concluded agreements.

### §73

The Bank shall not be liable for the loss, distortion or delay in the fulfilment of an instruction arising for reasons beyond the Bank's control during transmission of the instruction by means of any fixed line or wireless communication devices.

### §74

The regulations on the variable elements, in particular, such as interest rates, dates of fulfilment of instructions and other internal regulations regarding bank accounts arising from the Bank's normative acts shall be displayed in the Bank's operating rooms or provided by the Bank's authorised personnel at the Customer's request. These regulations are binding on the Customer from their validity date in all transactions conducted on the account.

### §75

1. If the Customer submits an instruction not to send the correspondence or provides a correspondence address other than the company's registered office address, the Bank shall send a letter of termination or the new terms and conditions of the Regulations to the address provided by the Customer in the Agreement.
2. If the Customer fails to notify the Bank of the change in his address, written notices sent by the Bank shall be deemed effectively delivered if sent to the Customer's address last known to the Bank.
3. The delivery date shall be deemed to include the date of first post notice for registered mail, which remains undelivered, sent at the last Customer's address known to the Bank.
4. The Bank is not liable for the consequences of actions of the bank consignment forwarder (e.g. the post office).

### §76

1. mBank S.A., with its registered office in Warsaw, ul. Senatorska 18, as a personal data controller, within the meaning of the Act of 29 August 1997 on Personal Data Protection, hereby declares that the personal details of the Customer and his representatives shall be processed in the banking personal data filing system in order to perform any agreements concluded by the Customer with the Bank.
2. Furthermore, the Bank notifies that – in order to exercise and fulfil the statutory rights and obligations of the Bank connected with performance of banking activities – the Customer's personal data may be delivered to the "System Bankowy Rejestr" (Banking Register System) – a database the personal data controller of which, within the meaning of the Personal Data Protection Act, is the Polish Bank Association, having its registered office in Warsaw, which database has been established and operates under sections 4, 4a and 4d of Article 105 and Article 105a of the Banking Law, as well as to other institutions that are empowered by law to grant credits, in the cases, to the extent and for the purposes specified in the Banking Law, and to business information bureaux operating under the Business Information Access and Business Data Exchange Act, to the extent and on the terms and conditions specified in that Act
3. In accordance with the provisions of the Personal Data Protection Act, the Customer and his representatives shall have the right to:
  - 1/ access and correct their data,
  - 2/ object to the processing of their own data for promotional and marketing purposes relating to the promotion of the Bank's own products and services.

### §77

The Bank affirms that in connection with making international money transfers via The Society for Worldwide Interbank Financial Telecommunications (SWIFT), the government of the United States of America may have access to personal data. The American authorities have undertaken to use the personal data obtained from SWIFT only for the purpose of counteracting terrorism, respecting the guarantees provided for in the European system of personal data protection expressed in the Directive 95/46/EC of the European Parliament and the Council dated 24 October 1995 on the protection of individuals with regard to processing of personal data and free movement of such data.

### §78

1. The Customer expresses his consent to the Bank sending the Customer commercial information, as defined by Article 2, section 2 of the Act on the electronic provision of services of 18 July 2002 (Journal of Laws No.144 item 1204, as amended) through means of electronic communication, in particular e-mail.
2. The commercial information referred to in paragraph 1 may be sent to the Customer, in particular, through electronic banking systems made available by the Bank to the Customer or in connection with the Customer's use of the mBank Group website. The commercial information may include news on products and services offered by the Bank and the Bank's image.
3. The consent referred to in paragraph 1 may be revoked at any time by the Customer submitting a written statement to the Bank.

### §79

All correspondence related to the processing of personal data or commercial information should be sent to mBank S.A., ul. Senatorska 18, 00-950 Warsaw, with the annotation of "Personal data" or "Commercial information".

### §80

1. The Customer may lodge a complaint in connection with the Bank's provision of services under the Agreement.
2. Complaints may be submitted to any organisational unit of the Bank that carries out customer service operations for the Customer. The list of organisational units of the Bank, including their addresses, is published on the mBank Group Website.
3. Complaints may be lodged through electronic distribution channels, in writing, in electronic format, by telephone or personally to the Bank's employee.
4. Complaints should be lodged by the Customer promptly after an event justifying lodging a complaint is revealed.
5. The Bank shall examine any complaint without delay, as soon as possible, provided, however, that the time to examine a complaint should not exceed 30 calendar days from receipt of the complaint by the Bank. In especially difficult and complex cases, the above time limit may be extended up to 90 days. If the above 30-day limit is exceeded, the Bank will notify the Customer of the reason for such delay and of the expected time to complete the complaint examination process.
6. Having examined the complaint, the Bank will notify the Customer of the outcome of the complaint examination proceedings. The reply to the complaint shall be delivered in the format corresponding to the format in which the complaint was submitted to the Bank or in another format agreed with the Customer.
7. The above provisions shall be without prejudice to the Customer's right to enforce claims against the Bank under generally applicable laws and regulations.
8. The provisions of paragraphs 1 through 7 shall not prejudice the Customer's complaints referred to in Chapter 14 of the Regulations "Bank Statements and Balance Confirmation".

### §81

1. The IBAA Regulations shall be binding in accordance with the provisions of Article 384 of the Civil Code and Article 109 of the Banking Law.
2. The Customer shall confirm his acceptance of the provisions of the IBAA Regulations by signing the Bank Account Agreement.

# Part II

mBank S.A. Internet Customer Service System mBank CompanyNet

Warsaw, November 2013



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## CHAPTER 1

### General Provisions

#### § 82

1. Part II of the Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A. specifies the conditions for providing the Customer with access to the Internet electronic banking system – the mBank CompanyNet platform – and conditions for fulfilment of the Customer's orders under that system.
2. The Customers who wish to use the mBank CompanyNet system must have access to a PC running MS Windows (XP, Vista, 7, 8), connected to the Internet, with Internet Explorer version 7.0 or higher installed.
3. A Customer authorised to use the mBank CompanyNet system may use it with a mobile device (a smartphone or a tablet) equipped with an operating system and Internet access, in line with the requirements published on the mBank Group websites at the address [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/).

#### § 83

The terms used in the Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A. – Part II – mBank S.A. Internet Customer Service System mBank CompanyNet should be understood as follows:

- 1/ **IP address** – computer ID assigned by the supplier of the Internet services to the computer or a device used by the Client to log into the electronic banking system,
- 2/ **alias** – a unique series of characters allocated to the mBank CompanyNet system user or controller, as defined by the Customer, based on which the identification in the mBank CompanyNet system is effected,
- 3/ **mobile application** – a software which makes it possible to access the mBank CompanyNet system through a mobile device. The Bank publishes detailed information concerning the mobile application on the mBank Group websites at the address [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/),
- 4/ **Bank** – mBank S.A.,
- 5/ **ATM** – a machine making it possible for the HalCash transfer beneficiary to make an individual cash withdrawal from the HalCash system,
- 6/ **secure electronic signature** – secure electronic signature referred to in the Act on Electronic Signature dated 18 September 2001 (Journal of Laws no. 130, item 1450, as amended),
- 7/ **certificate** – certificate referred to in the Act on Electronic Signature dated 18 September 2001 (consolidated text: Journal of Laws of 2013 r., item. 262, as amended),
- 8/ **Contact Centre** – the Bank's telephone Customer service centre (phone number 801 273 274 (total cost of call – one impulse) or (22) 627 32 73 (fee for the call according to the operator's tariff)). The Bank reserves the right to change these telephone numbers, and such change shall not constitute a change of these Regulations,
- 9/ **electronic document** – the Customer's representation tied to the performance of banking activities, authorised by the user or users of the mBank CompanyNet system with the use of a token or secure electronic signature, in accordance with the authorization rules defined by the Customer in the appendices, submitted in electronic form pursuant to Article 7 of the Act of 29 August 1997 – the Banking Law (consolidated text: Journal of Laws of 2012 r., item. 1376, as amended),
- 10/ **business day** – a day on which the Bank is open for customers, i.e. each and every day Monday to Friday, except statutory holidays or days previously announced as holidays by the Bank,
- 11/ **non-business day** – a day other than a business day,
- 12/ **Contact Centre ID** – defined automatically by the Bank, a unique series of characters allocated to the mBank CompanyNet system user or mBank CompanyNet system controller, which enables the Bank their telephone identification,
- 13/ **IBAN ID** – the International Bank Account Number used for cross-border settlements specified in the Order of the President of the NBP no. 15/2010 of 15 July 2010 on the method for numbering bank accounts held by banks (Official Journal of the NBP, no. 9, item 9, as amended),
- 14/ **NRB ID** – the Bank Account Number used for domestic settlements specified in the Order of the President of the NBP referred to in point 13,
- 15/ **permanent ID** – defined automatically by the Bank a unique series of characters allocated to the mBank CompanyNet system user or mBank CompanyNet system controller which is used for their identification under the mBank CompanyNet system,
- 16/ **commercial information** – any information used directly or indirectly to promote the Bank's services or image, excluding the information which enables the Bank's communication with the Customer and information on services which does not promote the commercial effect desired by the Bank,
- 17/ **Customer** – entrepreneurs, legal persons, organisational units without legal personality but with legal capacity that have signed a Bank Account Agreement with the Bank,
- 18/ **Contact Centre PIN code** – a unique series of characters defined automatically by the Bank, allocated to the mBank CompanyNet system user or controller, which enables telephone authentication of the mBank CompanyNet system user and mBank CompanyNet controller by the Bank,
- 19/ **mBank CompanyNet system controller** – the natural person specified by the Customer in the Agreement, authorised to manage the mBank CompanyNet system users for and on behalf of the Customer,
- 20/ **branch** – an organisational unit of the Bank,
- 21/ **optional module or transaction platform** – additional and functionally separated part of the mBank CompanyNet system, being a product offered by the Bank or a function of the mBank CompanyNet system linked to such a product, extending the scope of the Bank's services ordered by the Customer electronically in the mBank CompanyNet system. In the mBank CompanyNet system the Customer may gain access to the following modules: Cash module, Cards module, Trade finance module, FX platform, Liquidity module, Business news module, Custody module and Developer Escrow Accounts module,
- 22/ **Postal Operator** – an enterprise executing postal orders, in particular Poczta Polska S.A. or Inpost Finanse Sp. z o.o.,
- 23/ **person authorised to collect tokens** – the natural person specified by the Customer in the Agreement, authorised to collect tokens for and on behalf of the Customer,
- 24/ **electronic mail** – a service used to send text messages, provided by electronic means pursuant to the Act on the performance of services by electronic means (consolidated text: Journal of Laws of 2002, No. 144 item 1204 as amended),
- 25/ **mBank Group web portal** – a set of mBank Group websites on the Bank Internet server available online at the address [www.mbank.pl](http://www.mbank.pl),
- 26/ **Regulations** – "Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A. – Part II mBank S.A. Internet Customer Service System mBank CompanyNet",
- 27/ **Parties to Agreement** – the Bank and the Customer,
- 28/ **the BRESOK system** – Electronic Customer Service System BRESOK of mBank S.A.,
- 29/ **the mBank CompanyNet system** – an Internet electronic banking system which consists of a set of IT equipment and software providing the processing and storage, as well as sending and receiving of data via teleinformation networks with the use of a terminal device appropriate for the given type of network, pursuant to the provisions of the Telecommunication Law (Journal of Laws, No. 171 item 1800 as amended),
- 30/ **terminal** – electronic payment terminal making it possible for the HalCash transfer beneficiary to make an individual cash withdrawal from the HalCash system,
- 31/ **token** – a cryptographic device being a standard token (ActiveIDentity) or a Display Card token, generating one-off passwords, making it possible to authenticate users or mBank CompanyNet system controllers and authorise orders submitted in the mBank CompanyNet system,
- 32/ **Agreement** – an Integrated Bank Account Agreement signed by the Bank and the Customer under the current Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A.,
- 33/ **mobile device unique ID** – IMEI number of the mobile device, or UDID in the case of Apple mobile devices,
- 34/ **mobile device** – a portable device (a smartphone or a tablet) with access to Internet and equipped with the operating system, in line with the requirements published on the mBank Group websites at the address [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/),

- 35/ the Act** – the Act on Electronic Signature of 18 September 2001 (consolidated text: Journal of Laws of 2013 r., item. 262, as amended),
- 36/ Payment Services Act** – Act of 19 August 2011 on payment services (Journal of Laws of 2011, No. 199, item 1175, as amended),
- 37/ mBank CompanyNet system user** – the natural person specified by the Customer in the Agreement, authorised to use the mBank CompanyNet system users for and on behalf of the Customer,
- 38/ appendix** – configuration documents of the mBank CompanyNet system which are the basis to set up the rights of the Customers and users of the mBank CompanyNet system and constitute an integral part of the Agreement,
- 39/ payment order** – an order submitted by the Customer to perform financial settlements through the Bank, or another service requested by the Customer by electronic means with the use of the mBank CompanyNet system and in particular domestic funds transfer order (in zloty or in a foreign currency), including Express Elixir instant PLN transfers (in zloty) and Blue Cash instant PLN order (in zloty), and HalCash transfer (in zloty), a foreign funds transfer order (in zloty or in a foreign currency), an order for transfer of social security contributions (Social Security transfer), an order for funds transfer into the bank account of a tax authority (tax transfer), an instruction to execute a postal money order (postal order), an order to set up, change the terms of or cancel a term deposit, disbursement of a loan order, an order for mass domestic transfer (Mass Payment or Mass Payment Plus) and direct debit.

#### § 84

All provisions of the Regulations referring to the mBank CompanyNet system users should be applied accordingly to the mBank CompanyNet system controllers.

#### § 85

1. The Customer's orders referred to in § 83 point 39 are fulfilled by the Bank solely under the terms and in the scope set forth in these Regulations unless these Regulations provide that specific regulations shall apply, and specifically regulations referred to in provisions regarding the fulfilment of orders with the use of optional modules or transaction platforms.
2. The provision of modules or transaction platforms by the Bank, or commencement of execution of the Customer's orders by the Bank with the use of modules or transaction platforms may require the signing of an additional Agreement by the Parties, or the fulfilment by the Customer of other requirements specified in regulations referred to in paragraph 1.
3. In the case of conflict of provisions of these Regulations with any of the regulations referred to in paragraph 1, provisions of regulations referred to in paragraph 1 shall apply.

## CHAPTER 2

### Principles of Providing the mBank CompanyNet system

#### § 86

In order to be provided with the mBank CompanyNet system, the Customer must sign the Agreement with the Bank and fulfil conditions set forth in these Regulations.

#### § 87

1. The Agreement is a framework agreement within the meaning of provisions of the Payment Services Act.
2. The following provisions shall not apply to any payments services provided under an Agreement: Chapter II of the Payment Services Act and Articles 34 - 37, sections 3 and 4 of Article 40, Article 45, sections 2 to 5 of Article 46, Article 47, Article 48, Article 51, and Articles 144 to 146 of the Payment Services Act or, if allowed, any other legal provisions that will amend or modify the above provisions.

#### § 88

1. Specification of the parameters of the configuration of the mBank CompanyNet system occurs, through submission to the Bank of appendices, signed by the Customer, and their approval by the Bank.
2. For the purpose of proper configuration of the mBank CompanyNet system parameters, the Customer is obliged to submit the mBank CompanyNet System Customer's Access Rights Card together with all required appendices, and specifically:
  - 1/ The mBank CompanyNet System User Card, for each mBank CompanyNet user. It is possible to simultaneously allocate identical rights to multiple mBank CompanyNet users on the basis of a single mBank CompanyNet System User Card,
  - 2/ Authorization Scheme Card,
  - 3/ Account Authorization Limit Cards in the case where the Customer wishes to define separate authorization limits for the individual accounts made available under the mBank CompanyNet system,
  - 4/ ID Card including information about processing personal data for each user who under mBank CompanyNet System User Card was granted rights by the Customer to authorize orders or to use the FX platform in the scope stipulated in paragraph 5,
  - 5/ Application for purchase/renewal of the certificate under the mBank CompanyNet system for users of mBank CompanyNet using the certificates service under mBank CompanyNet.
3. Appendices submitted by the Customer become an integral part of the Agreement upon their acceptance by the Bank.
4. The scope of authority allocated to the given mBank CompanyNet system user on the basis of submitted appendices is the sole responsibility of the Customer who granted that authority. The Bank shall not be responsible for any losses that may arise due to actions of mBank CompanyNet system user or mBank CompanyNet system controller, acting in line with the scope of their authority defined in the contents of the appendices.
5. When the Customer authorises mBank CompanyNet system user to conclude transactions in the FX platform, by acting so, he/she also authorises such a user to review transactions in the FX platform of the Customer and to open term deposits and conclude FX transactions by phone.
6. If the access rights of the mBank CompanyNet system user defined in multiple appendices are different or contradictory, the document submitted with the latest date shall prevail. If the contradictory appendices have been submitted at the same date, the Bank refuses their acceptance and returns the cards to the Customer.
7. The Bank commences the implementation of the mBank CompanyNet system upon submission by the Customer of all documents listed in paragraph 2 and upon their acceptance by the Bank.
8. Appendices and other documents tied to banking activities may be submitted to the Bank as electronic documents, provided that the Parties have earlier agreed such manner for submission of documents. The agreement of the appropriate manner shall be understood as the Bank providing the relevant functionalities of the mBank CompanyNet system, enabling the Parties to fulfil requirements set forth in Article 7 of the Act dated 29 August 1997 – the Banking Law (consolidated text: Journal of Laws of 2012, no. 1376, as amended).

#### § 89

1. The Customer is entitled to change the system's configuration parameters during the term of the Agreement.
2. Change of the system's configuration parameters during the term of the Agreement must be made in writing under the sanction of invalidity. The provisions of § 88 are applied accordingly.
3. During the term of the Agreement the Bank may change the specimens of documents referred to in § 88.
4. The Bank informs the Customer of any change to the current specimens of documents referred to in § 88.
5. After the Customer receives new specimens of documents, in order to change the mBank CompanyNet system configuration parameters the Customer is obliged to use solely the new specimens of documents.

## § 90

1. The Customer may obtain access to the mBank CompanyNet system via a mobile device referred to in § 83 paragraph 34 (mBank Company Mobile service).
2. The Bank provides the Customer with access to the mBank Company Mobile service unless the Customer resigns from the service by submitting the "Application for changing rights in the mBank CompanyNet system" available in the mBank CompanyNet system or submits a written statement on resigning from the mBank Company Mobile service in the branch. The Customer may submit the written statement of resignation at any time, however, the authorisations are changed by the Bank in the mBank CompanyNet system no later than on the next business day following the day on which the Bank receives the Customer's statement. If the Customer resigned from the service, in order to reactivate it he/she needs to express intent to use the service by submitting the "Application for changing rights in the mBank CompanyNet system" available in the mBank CompanyNet system or submitting a written statement in the branch. The authorisations are changed by the Bank in the mBank CompanyNet system no later than on the next business day following the day on which the Bank receives the Customer's statement.
3. With the mobile device the Customer may access the full or simplified version of the mBank CompanyNet system (no possibility to authorise orders). Customers may obtain access to the simplified version of the mBank CompanyNet system by visiting [www.m.companynet.com.pl](http://www.m.companynet.com.pl) in the LITE version upon prior authentication with the use of the token.
4. The Customer who expresses an intent to use the mBank CompanyMobile service should download the mBank CompanyMobile application from an appropriate on-line shop (Google Play, AppStore, AppWorld, Windows Marketplace), activate it in line with the rules published on the mBank Group websites at the address [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/). Logging in to the application may take place by means of a password generated by the token or a mobile password defined by the Customer (a series of digits with not less than six and not more than twelve digits enabling only passive work in the mBank CompanyMobile application without the possibility of authorising orders).
5. The Bank charges a fee for using the mBank Mobile CompanyNet service in accordance with §§ 159-161 of the Regulations. The Bank charges the fee for using the mBank CompanyMobile service only if the Customer has at least one mobile device registered and activated in the mBank CompanyNet system.

## § 91

1. In terms of mBank CompanyNet system and the accounting and financial system of the Customer, he/she may gain access to mBank service - mBank CompanyConnect Partner Package - thanks to which the following operations are possible:
  - 1/ handling instructions,
  - 2/ downloading bank account statements from the Customer's bank accounts in the MT940 format,
  - 3/ downloading bank account statements from the Customer's bank accounts in the html format,
  - 4/ downloading currency exchange rates of mBank S.A. and the National Bank of Poland,
  - 5/ downloading reports on the turnover in the Customer's bank accounts,
  - 6/ collecting other reports specified and agreed between the Customer and the Bank.
2. In order to use mBank CompanyConnect Partner Package, the Customer has to sign an annex to the Agreement, with provisions providing for the type of rendered services referred to in paragraph 1, use mBank CompanyNet system with at least one certificate or token activated in the system, and have the following:
  - 1/ a computer connected to the Internet with hardware and software compatible with the financial and accounting system,
  - 2/ software of the financial and accounting system (the list of producers of software, systems and versions with the Bank's certificates, thanks to which mBank CompanyConnect Partner Package service may be used, is available at the mBank Group websites at the address [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/) and,
  - 3/ a module (package) thanks to which mBank CompanyConnect Partner Package service may be used, if the module has not been provided with the software of the financial and accounting system.
3. mBank CompanyConnect Partner Package service each time requires the use of a token or secure electronic signature verified by means of a valid certificate activated in mBank CompanyNet system (in order to connect with the Bank's system, a token or secure electronic signature has to be used).
4. The Customer who uses mBank CompanyConnect Partner Package is obliged to update:
  - 1/ mBank Company Connect Partner Package software in line with the Bank's recommendations published at the mBank Group websites at the address [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/) and
  - 2/ the financial and accounting system/ the Customer enterprise management system in line with requirements or recommendations of producers of the aforesaid systems.
5. The Customer is obliged to use mBank CompanyConnect Partner Package in the version no later than the previous version, with the provision that the Customer may use a software version released no later than 12 months ago in the case when the software is updated more than twice a year.
6. The Customer is obliged to secure mBank CompanyConnect Partner Package software and files sent to the Bank and downloaded from the Bank by a valid anti-virus, firewall and anti-spyware software etc., with due diligence and undertakes not to make the software available to unauthorised parties.
7. The Customer is obliged to familiarize himself/herself with the technical documentation and user manuals provided to him/her by the Bank as well as with the functionality of mBank CompanyConnect Partner Package.
8. To matters not regulated in the Rules, separate provisions on mBank CompanyConnect services offered by mBank S.A. apply.

## CHAPTER 3

### Identification of Users

## § 92

1. The Bank assigns a permanent ID for each mBank CompanyNet system user and mBank CompanyNet system controller. The mBank CompanyNet system user and controller may specify an alias.
2. Under the mBank CompanyNet system, the Bank enables the Customer to obtain a Contact Centre ID and Contact Centre PIN for each system user and system controller.
3. The Bank delivers a requested number of PIN-protected tokens to the Customer.
4. Authorization of orders under the mBank CompanyNet system is performed with the use of tokens and electronic signatures.
5. Tokens shall be delivered to the person designated by the Customer, authorised to collect the tokens, in the manner agreed with the Customer.
6. Identification of users may be performed also in another manner, agreed by the Parties individually in the Agreement.

## § 93

1. Upon receipt of the tokens the Customer shall check whether each token accepts the "0000" PIN code.
2. In the event that:
  - 1/ each token accepts the "0000" PIN code, the Customer should complete and sign the token receipt form provided with the tokens and submit it to the branch,
  - 2/ a token does not accept the "0000" PIN code, the Customer should immediately notify the Bank in order to replace the token.
3. The Customer shall set a new PIN code that differs from the "0000" PIN code in order to protect the token from unauthorised use.

## CHAPTER 4

### Security of the mBank CompanyNet system

#### § 94

1. The Bank identifies the Customer with a permanent ID, while his authentication is based on an access password or one-time token-generated password. The Customer who uses the mBank CompanyNet system via a mobile device is additionally identified by the Bank by the unique ID of the mobile device.
2. An alias may be used instead of the permanent ID.
3. During a telephone conversation, the Bank identifies the Customer with the Contact Centre ID, while his authentication is based on the Contact Centre PIN.

#### § 95

1. The Customer undertakes to protect permanent IDs, aliases, access passwords, tokens, PIN codes, Contact Centre IDs and Contact Centre PIN codes, with the observance of due care, in particular against their disclosure to unauthorised persons.
2. The Customer undertakes to protect all the devices used by the Bank to execute electronic banking services, including mobile devices, with due diligence, in particular by means of the relevant software and he/she undertakes not to provide these devices to unauthorised persons.
3. The Customer is liable for incorrect operation of the devices referred to in paragraph 2 in connection with the activity of malicious software installed in those devices.

#### § 96

1. The Customer is obliged to immediately notify the Bank of the loss, theft, appropriation or unauthorised use of a token. The Customer shall report the loss, theft appropriation or unauthorised use of a token by telephone, calling the Contact Centre or by electronic mail under the mBank CompanyNet or BRESOK systems.
2. After the notice mentioned in paragraph 1 is submitted, the Bank blocks access to the banking system with the token to which the notice refers.
3. The Bank has the right to block a token:
  - 1/ for justified reasons other than those indicated in paragraph 1, related to security of the mBank CompanyNet system,
  - 2/ due to the suspected unauthorised use of the mBank CompanyNet system or intentional causing an unauthorised payment transaction.
4. The Bank immediately notifies the Customer of the blocking of the token.

#### § 97

1. Subject to paragraphs 2-3, the Bank unblocks the token or delivers a new token to the Customer, on the basis of the token exchange/new token issuance Instruction, if the reasons for maintaining the blockade ceased to exist.
2. The notice mentioned in § 96 paragraph 1 should be immediately confirmed by the Customer in the form of a letter submitted in the branch.
3. Pursuant to the Customer's written confirmation of loss, theft, appropriation or unauthorised use of the token, the Bank issues a new token to the Customer.
4. In the case of notification of unblocking of a blocked token in the form other than in writing, the Customer shall confirm the notification in writing in a letter submitted in the Bank branch.

#### § 98

1. The Customer is obliged to forthwith notify the Bank about a loss, theft, transfer of ownership or unauthorised use of the mobile device. The Customer reports the loss, theft, transfer of ownership or unauthorised use of the mobile device by calling the Contact Center or by personally deactivating the mobile device in the mBank CompanyNet system.
2. After the notification referred to in paragraph 1 has been submitted, the Bank blocks access to the Bank's transaction system via the reported mobile device.
3. The Bank has the right to block access to the mBank CompanyNet system via a mobile device:
  - 1/ due to justified reasons other than those referred to in paragraph 1, which are connected to the security of the mBank CompanyNet system,
  - 2/ in connection with a suspicion of unauthorised use of the mBank CompanyNet system or an intentional action leading to unauthorised payment transaction.
4. The Bank forthwith notifies the Customer that access to the mBank CompanyNet system via a mobile device was blocked.

#### § 99

1. The Bank verifies the IP addresses by means of which the Customer connects with the Bank's system using in particular the lists including IP addresses which pose a potential threat to the Bank's or Customer's security, especially such IP addresses that are used for phishing, sending spam or for other purposes contrary to the law.
2. The Bank may block the IP address used by the Customer in the manner described in paragraph 1 about which the Bank informs the Customer if he/she may not connect with mBank CompanyNet system.
3. The IP address referred to in paragraph 2 is unblocked within a month falling after the date when it was blocked by the Bank, once the Customer has verified the blocked IP address, undertaken measures to eliminate the threat referred to in paragraph 1 and informed the Bank in writing that the problem was solved.

#### § 100

The Customer is responsible for a breach of provisions of §§ 95-99 of these Regulations; in particular, the Customer shall be liable for orders placed in connection with a breach of these provisions.

## CHAPTER 5

### Rules for Processing Orders Authorised with the Use of Secure Electronic Signatures Verified by means of Certificate

#### § 101

1. The Bank makes it possible for the Customer of the mBank CompanyNet system to use a secure electronic signature.
2. Secure electronic signature, verified by means of a valid qualified certificate, identifies the person placing the signature; it is legally effective as specified in the Act.
3. In the case when the Customer uses the secure electronic signature within the mBank CompanyNet system, the Bank identifies the Customer with a permanent ID, while his authentication is based on a secure electronic signature verified by a valid qualified certificate.
4. Secure electronic signature may be used by the mBank CompanyNet system users:
  - 1/ next to or instead of access password to the mBank CompanyNet system,
  - 2/ next to or instead of tokens.
5. The Customer may obtain the certificate directly from a qualified entity providing certification services (within the meaning of the Act):
  - 1/ directly or
  - 2/ via the agency of the Bank – by filing an “Application for purchase/prolongation of the certificate within mBank CompanyNet system”.

6. The use of the secure electronic signature in the mBank CompanyNet system is possible once the certificate is activated in that system. In order to activate the certificate, the Customer should submit a correctly filled Card of the mBank CompanyNet system user and independently register the certificate in the mBank CompanyNet system.
7. The Bank forthwith activates the certificate, at the latest on the next business day falling after the day on which the user registered the certificate in the mBank CompanyNet system.
8. The certificate may be purchased or renewed with the agency of the Bank on the basis of the "Application for purchase/renewal of a certificate in mBank CompanyNet" submitted by the Customer, provided that the data entered therein are correct.
9. The Customer undertakes not to register in the mBank CompanyNet system the certificates used for verification of secure electronic signatures, which include:
  - 1/ exclusively alias of the person creating the electronic signature (without specifying name and surname of this person), or
  - 2/ a limitation on the validity of the certificate excluding its use under the Agreement.
10. Under the Agreement the Bank accepts the highest transaction limit as specified in the content of the certificate.
11. The Customer undertakes to present at the Bank, each time at its request, the certification policy under which the certificate used by the Customer was issued and the agreement on providing certification services concluded between the Customer and the qualified entity providing certification services.
12. The Customer undertakes to secure:
  - 1/ data used to create a secure electronic signature, and
  - 2/ secure electronic signature-creation devices (within the meaning of the Act), being at his/her sole disposal, prior to making them available to unauthorised persons.
13. The Customer is responsible for a breach of the provisions of paragraph 10 and paragraph 12, in particular the Customer will be charged with the transactions executed under payment orders placed in connection with a breach of these provisions.
14. Orders placed with the use of a secure electronic signature which has not been positively verified with a valid certificate are not executed by the Bank.
15. Under no circumstances does the Bank execute orders:
  - 1/ in the period during which the certificate used for verification of the secure electronic signature is suspended (also when suspension of the certificate is revoked),
  - 2/ after revocation of the certificate.
16. The Bank executes orders submitted by means of a secure electronic signature immediately after one hour from the time of receiving the orders by the Bank (provided it is possible on a given business day), unless they were time stamped (within the meaning of the Act) at the time of appending the secure electronic signature, then the Bank executes the orders forthwith, however, not earlier than upon one hour from the time of performing the time stamping service by a qualified entity providing certification services.
17. In the case of orders placed with the secure electronic signature, the execution deadlines subject to the provisions of paragraph 16 apply, unless the Agreement provides for different execution deadlines.
18. The Bank does not bear responsibility for the operation of secure electronic signature-creation devices (within the meaning of the Act) and the operation of electronic signature-verification devices (within the meaning of the Act) that are at the sole disposal of the Customer.
19. The Customer acknowledges and accepts the fact that:
  - 1/ a qualified entity providing certification services is the sole competent authority in all matters related to the operation of the secure electronic signatures and the revocation or suspension of qualified certificates obtained by the Customer from a qualified entity providing certification services (within the meaning of the Act); the Bank does not accept notifications reported by the Customer in this respect,
  - 2/ the Bank is not the competent authority in matters related to the operation of secure electronic signature-creation devices and the operation of electronic signature-verification devices (within the meaning of the Act) and does not accept notifications related to incorrect operation of those devices reported by the Customer.
20. The Bank states that in the scope of executing orders authorised by secure electronic signatures verified by certificates the Bank is liable exclusively for correct operation of the mBank CompanyNet software and accepts notifications concerning the aforesaid via Contact Centre.

## CHAPTER 6

### Access to Bank Information and Electronic Documents

#### § 102

1. Through the mBank CompanyNet system the Bank provides the Customer with the following information on the balance as at a given date and time and turnover in the Customer's bank accounts.
2. Through the mBank CompanyNet system the Bank may also provide the Customer with other bank information, in particular in the form of reports, or information in the Liquidity module (optional module).
3. The Liquidity module provides the Customer with access to information on his liquidity, in particular on:
  - 1/ accounting and forecast balance,
  - 2/ total amount of orders submitted in the mBank CompanyNet system as at a given day, divided by order types,
  - 3/ other accounting events affecting the forecast balance, including data on deposits and loans,
  - 4/ events forecast by the Customer.
4. Documents containing the bank information referred to in paragraph 1 and paragraph 2 do not substitute bank documents unless their contents provide otherwise.
5. The forecast balance referred to in paragraph 3 point 1, calculated based on the posted items, items to be executed in the future and items resulting from the Customer's forecasts, is to be used solely for analytical purposes.
6. In the mBank CompanyNet system the Customer may use the Business news module (optional module), subject to paragraph 7.
7. The Bank provides the Customer with the Business news module, unless the Customer resigns from the service by means of "Application for a change of mBank CompanyNet system authorisations" or places at the Branch a written declaration about resignation from the Business news module. The Customer may resign from the service any time and the deactivation of the service takes place the next business day after which the Customer's declaration was received by the Bank. If the Customer resigns from the service, he/she needs to inform about the intent to use the service again by means of "Application for a change of mBank CompanyNet system authorisations" available in the system or place a written declaration at the Branch. The service is activated again on the business day following the date on which the Bank received the declaration.
8. The Business news module provides access to information other than the bank information indicated in paragraphs 1 and 2, in particular the latest domestic and world news. Notifications on the availability of new information in the Business news module may be sent by the Bank, upon prior consent of the Customer, to the email address indicated by the Customer on [www.ib.companynet.com.pl](http://www.ib.companynet.com.pl), upon prior authorisation performed by the Customer.
9. Information marked as "PAP" published on [www.ib.companynet.com.pl](http://www.ib.companynet.com.pl), constitutes a part of the PAP Service, which is a database produced by Polska Agencja Prasowa Spółka Akcyjna (Polish Press Agency), with its registered office in Warszawa, subject to protection under the Act of 4 February 1994 on Copyright and Related Rights (uniform text: Journal of Laws of 2006, No. 90, item 631 as amended) and the Act of 27 July 2001 on Database Protection (Journal of Laws of 2001, No. 128, item 1402). The above information is used by the Bank under a respective licence agreement. The users of [www.ib.companynet.com.pl](http://www.ib.companynet.com.pl), are prohibited from using the information in any way whatsoever, save for the exceptions provided for in law, in particular the permissible personal use.
10. The provisions of paragraph 9 apply accordingly to the information available in the Business news module supplied by other providers.



11. The Customer is exclusively liable for the method and results of using the information made available by the Bank.
12. In respect of using the Business news module the Bank charges fees in accordance with §§ 159–161 of the Regulations, with a reservation that the fees for using the Business news module are not charged during the three months following the day on which this module is made available to a given Customer for the first time.

### § 103

The Customer makes the commitment to the Bank to read the banking information referred to in § 102 at least once a week.

### § 104

1. The Bank shall make the electronic documents available to the Customer through the mBank CompanyNet system.
2. The nature and function of a given document arises from its content.

## CHAPTER 7

### General Principles of Fulfilment of Orders

### § 105

1. Payment orders placed by the Customer with the Bank are authorised by means of one-off passwords generated by the token, or by means of the secure electronic signature.
2. The Bank fulfils only those payment orders which are properly authorised by users of the mBank CompanyNet system whom the Customer allocated rights to authorization on the basis of the mBank CompanyNet System User Card, the Identity Card together with information on personal data processing or the Identity Card, and the Authorization Scheme Card.

### § 106

1. Payment orders may be submitted by the Customer both on business days and on non-business days.
2. A payment order shall be deemed received by the Bank upon receiving by the Bank a payment order that is correctly filled in, provided, however, that if the Bank has received a payment order on a non-business day, it shall be deemed received by the Bank on the first business day thereafter.
3. If the Bank receives a payment order referred to in paragraph 1 after the cut-off time specified by the Bank pursuant to paragraph 4, it shall be deemed received by the Bank, within the meaning of the Payment Services Act, on the next business day for the Bank.
4. Detailed information concerning cut-off times and order execution deadlines, as well as forms and methods applied by the Bank to cash settlements, are published through the presentation of information in the Bank's operating rooms or on pages of the mBank Group websites at the address [www.mbank.pl/msp-korporacja/](http://www.mbank.pl/msp-korporacja/).

### § 107

1. Subject to provisions of § 106, the Customer may submit payment orders with a future fulfilment date.
2. If the order execution date mentioned in paragraph 1 falls on a non-business day, it is assumed that the Bank received the payment order on the first business day following the non-business day.

### § 108

1. The Bank carries out payment orders of the Customer denominated in the zloty or in a foreign currency included in the mBank S.A. Exchange Rates.
2. In the case when it is necessary to convert the instruction amount, the Bank effects the transaction using the exchange rate of the currency referred to in paragraph 1, applicable at the Bank at the time when the payment order is carried out.
3. The principles set forth in paragraphs 1-2 apply unless the provisions of separate agreements entered into between the Customer and the Bank provide otherwise.

### § 109

1. A payment order submitted by the Customer is for the Bank, subject to provision of paragraph 2, a final and binding on the Customer order to charge the Customer's bank account maintained by the Bank and, with a reservation of the order to execute a postal order and HalCash transfer, an order to credit the bank account specified in the content of the instruction.
2. The Customer may cancel the submitted payment order up to the day preceding the order fulfilment date inclusive.
3. The Bank has the right to collect a fee for cancelling an order, referred to in paragraph 2. In the case where a fee is collected, its amount is specified in the "Tariff of banking fees and commissions of mBank for SME and Corporates" — Section I – Bank Accounts, constituting an integral part of the Agreement.

### § 110

1. The Customer authorises the Bank to debit his bank account by the amount of payment order fulfilled.
2. The Bank shall debit the Customer's account when the order is fulfilled unless otherwise provided for by the provisions of agreements signed by the Customer and the Bank.
3. At the time when the account is debited with the order amount, the Customer is obliged to have funds deposited on his bank account totalling the order amount increased by fees and commissions due to the Bank.

### § 111

1. The Bank confirms fulfilment of orders with bank statements, pursuant to provisions of the Agreement.
2. The documents referred to in paragraph 1 contain in particular information on fulfilled orders, settlements related to these orders, and on fees and commissions charged by the Bank.
3. Under the mBank CompanyNet system the Bank immediately after execution of payment order provides the Customer with an electronic confirmation of its fulfilment.

### § 112

The Bank shall not be liable for the loss, distortion or delay in the fulfilment of an instruction arising for reasons beyond the Bank's control during transmission of the instruction by means of any fixed line or wireless communication devices or for the effects of fulfilment of the Customer's instruction.

### § 113

The Bank's liability does not cover damages caused by circumstances beyond the Bank's control, in particular, force majeure or actions of public authorities.

### § 114

1. Provisions of §§ 105-107 and § 108 paragraph 1 do not refer to direct debit, whose fulfilment rules are set forth in a separate agreement, or payment orders fulfilled under optional modules and transaction platforms, for which the order fulfilment rules are set forth in separate regulations referred to in the contents of these Regulations.

2. The provisions of §§ 109-111 do not apply to loan disbursement orders which - in the scope not governed by the Agreement - are executed in accordance with a separate credit agreement.

#### § 115

Detailed conditions for fulfilment of orders, change of terms and cancellation of term deposits are contained in the "Regulations on PLN and FX Term Deposits for Institutional Clients".

### CHAPTER 8

#### Special rules for executing Expres Elixir instant PLN transfers

#### § 116

An Expres Elixir transfer is a domestic transfer executed in zloty from the Customer's bank account maintained in zloty to the beneficiary who has a bank account maintained by another entity which is the participant of the Expres Elixir system (a system maintained by the Polish Clearing Chamber (Krajowa Izba Rozliczeniowa S.A.). Expres Elixir transfers cannot be made to bank accounts at mBank S.A.

#### § 117

Expres Elixir transfer order results in execution of this transfer immediately upon authorisation of Expres Elixir transfer - provided that both the Bank and the entity which maintains account of the beneficiary of Expres Elixir transfer are available at the same time.

#### § 118

The Bank makes the following available under the Expres Elixir transfer order forms in the mBank CompanyNet system:

- 1/ information concerning hours of the Bank's accessibility in the Expres Elixir system,
- 2/ current list of domestic banks which are participants of the Expres Elixir system,
- 3/ information concerning hours of accessibility of banks mentioned in point 2 in the Expres Elixir system.

#### § 119

The amount of a single Expres Elixir transfer may not exceed the amount stated for the Customer's information on the pages of the mBank Group websites at the address [www.mbank.pl/msp-korporacje/](http://www.mbank.pl/msp-korporacje/) or through the publication of information in the Bank's operating rooms.

#### § 120

From the moment of authorisation of the instruction until the Customer's bank account is debited, the Bank blocks – in the Customer's account – cash in the amount of the Expres Elixir transfer plus the amount of fee collected for the execution of the transfer in accordance with the existing "Tariff of banking fees and commissions of mBank for SME and Corporates".

#### § 121

The Customer may call off an Expres Elixir transfer authorised outside the simultaneous accessibility of mBank S.A. (bank of the entity issuing the order) and the beneficiary's bank in the Expres Elixir system – until the moment of its execution.

### CHAPTER 9

#### Specific rules for executing Blue Cash instant PLN transfers

#### § 122

Blue Cash instant PLN transfer is a domestic PLN transfer from the Customer's bank account in PLN to the beneficiary's account operated by other entity being participant in the Blue Cash Payment System (maintained by Blue Media S.A.). Blue Cash transfers cannot be made to bank accounts at mBank S.A.

#### § 123

§§ 117-121 apply to Blue Cash instant transfers in PLN, however, each time references are made therein:

- 1/ to Express Elixir instant transfers in PLN, they should be deemed as Blue Cash instant transfers in PLN,
- 2/ to Express Elixir system, it should be deemed as Blue Cash Payment System.

### CHAPTER 10

#### Special Principles of execution of HalCash transfers

#### § 124

1. A HalCash transfer is a domestic transfer executed in PLN from the bank account of the Customer maintained in PLN for the benefit of the beneficiary, whose mobile phone number was indicated in the order, and the transfer is made via an ATM or a POS. The transfer will be executed under the HalCash system (system of HalCash transfers) run by HALCASH CEE Spółka z ograniczoną odpowiedzialnością.
2. The provisions of the Regulations governing HalCash transfers, in particular the provisions of this chapter, enter in to force on the day indicated by the Bank in the announcement of the launch of HalCash transfers published by the Bank on the mBank CompanyNet system login site.

#### § 125

1. When filing the HalCash transfer the Customer is obliged to provide the following information in the order:
  - 1/ the mobile phone number of the beneficiary of the order,
  - 2/ 4-digit code selected independently, which will be necessary to make a withdrawal at an ATM or a POS by the beneficiary,
  - 3/ the HalCash transfer amount, subject to § 126,
  - 4/ the validity date of the HalCash order.
2. Providing correct data, indicated in paragraph 1, is a condition necessary to execute the order.

#### § 126

Minimum and maximum amount of a single HalCash transfer is made available to the Customer on the mBank Group websites at the address [www.mbank.pl/msp-korporacje/](http://www.mbank.pl/msp-korporacje/). The HalCash transfer amount must be PLN 50 or a multiple of PLN 50.

### § 127

1. Filing a HalCash transfer will result in forwarding this transfer by the Bank for execution under the HalCash system.
2. Transferring the HalCash transfer for execution under the HalCash system makes it possible to withdraw the amount in the order by the beneficiary indicated in the HalCash transfer at a date set by the Customer, in a network of ATMs or terminals servicing payments of funds from the HalCash system (only on the territory of the Republic of Poland).

### § 128

1. From the moment of filing the HalCash transfer by the Customer the Bank blocks the cash funds - on the bank account of the Customer - in the amount of the HalCash transfer until the account of the Customer is debited with the amount of the HalCash transfer (what takes place after the amount of the order is withdrawn by the beneficiary), increased by the fee amount collected for executing the transfer in accordance with an applicable "Tariff of banking fees and commissions of mBank for SME and Corporates".
2. In the case when the beneficiary does not execute the HalCash transfer within its expiry date indicated by the Customer in accordance with § 125 paragraph 1 point 4, the HalCash transfer order expires, and the blockade of cash funds in the amount of the HalCash transfer is lifted.

### § 129

1. The Bank debits the account of the Customer with fees for:
  - 1/ filing a HalCash transfer - on the date of filing the order or on the next working day, provided the day of filing the order is a holiday,
  - 2/ execution of the HalCash transfer - immediately after receiving data by the Bank on withdrawing the order amount from the HalCash transfer order by the beneficiary.
2. Provisions of § 161 paragraph 2 of the Regulations do not apply.

### § 130

1. The Bank publishes the information on:
  - 1/ the manner of filing a HalCash transfer order,
  - 2/ minimum and maximum HalCash transfer amount,
  - 3/ contact and registration data of HALCASH CEE Spółka z ograniczoną odpowiedzialnością,
  - 4/ manner of execution of withdrawals from the HalCash system by the beneficiary,
  - 5/ ATMs or terminals, referred to in § 125 paragraph 1 point 2,
  - 6/ principles and procedure of handling claims by HALCASH Spółka z ograniczoną odpowiedzialnością connected with withdrawals from the HalCash system, at the mBank Group websites at the address [www.mbank.pl/msp-korporacje/](http://www.mbank.pl/msp-korporacje/).
2. The Bank is not liable for the content of the information received from HALCASH CEE Spółka z ograniczoną odpowiedzialnością, provided in paragraph 1 points 3-6.

### § 131

1. Bank's responsibility resulting from the Agreement includes forwarding the HalCash transfer to the HalCash system.
2. Under the Agreement, the Bank does not bear the responsibility to execute the HalCash transfer within the HalCash system, including allowing the beneficiary of the HalCash transfer to withdraw the order amount from an ATM or a terminal.
3. The Bank does not accept or accept any claims filed by HalCash transfer beneficiaries. The entity accepting and settling these claims is HALCASH CEE spółka z ograniczoną odpowiedzialnością.

## CHAPTER 11

### Special Principles of Executing Foreign Transfers

### § 132

The Bank executes foreign transfers with the following cost division options:

- 1/ SHA – fees and commissions are divided respectively between the Customer (ordering party) and beneficiary (the Customer incurs the Bank's fees and commissions, and the beneficiary, all other fees and commissions),
- 2/ OUR – fees and commissions are covered exclusively by the Customer (ordering party),
- 3/ BEN – fees and commissions are covered exclusively by the beneficiary (the Bank debits the Customer's (ordering party's) bank account indicated in the contents of the foreign transfer order with the full amount of the order and decreases the amount of the foreign transfer by the fees and commissions due to the Bank, which are covered by the beneficiary).

### § 133

1. Depending on the currency of the transaction and the Customer's selection, the Bank executes foreign transfers using the following procedures:
  - 1/ STANDARD – order execution procedure on the value date for the beneficiary's bank D+2, where D means the date of execution of the Customer's payment order by the Bank,
  - 2/ URGENT – order execution procedure on the value date for the beneficiary's bank D+1, where D means the date of execution of the Customer's payment order by the Bank,
  - 3/ EXPRESS – order execution procedure on the value date for the beneficiary's bank D, where D means the date of execution of the Customer's payment order by the Bank.
2. Detailed information about the availability of foreign transfer execution procedures depending on the currency of the order may be found in the current "Tariff of banking fees and commissions of mBank for SME and Corporates".

### § 134

The Customer authorises the Bank to modify foreign transfers (excluding transfers delivered to the mBank CompanyNet system in files signed by the certificate supported by the Bank) as regards the correct determination of the order execution procedure (change of the STANDARD procedure to URGENT) and selection of the cost option (change of the BEN option to SHA) in order to ensure the compliance of the order with provisions of the Payment Services Act – provided that the foreign transfer originally submitted by the Customer is not compliant with those provisions.



## CHAPTER 12

### Specific Principles of Fulfilment of Postal Order Payment Order

#### § 135

The Customer, through the mBank CompanyNet system, may submit an execution order for – within the territory of the Republic of Poland:

- 1/ (“standard”) postal order delivered to a specified address in accordance with the applicable regulations,
- 2/ a Poste Restante postal order which is issued to the addressee exclusively at the Postal Operator’s paying post office specified by the Customer. Poste Restante postal orders must contain the forename and surname or the full name of the postal order addressee, and be correctly marked (“Poste Restante”), together with the postal number of the Postal Operator’s paying post office to which the addressee is to report for the collection of the postal order.

#### § 136

1. Confirmation of the postal order fulfilment or return, subject to provisions of § 107 of these Regulations, are sent to the Customer upon receipt of the “Recorded delivery” slip of the postal order from the Postal Operator, signed by the recipient of the postal order, or return document. Return confirmations “Recorded delivery” and returns of the sent postal orders are made available to the Customer by the Bank in a return report, whose structure is presented at the mBank Group websites at the address [www.mbank.pl/msp-korporacje/](http://www.mbank.pl/msp-korporacje/) under the file name “Struktura\_raportu\_przekazu\_pocztowego” (Postal\_order\_report\_structure).
2. The Bank does not provide the Customer with actual paper documents of recorded delivery or returns. These documents are stored at the Bank under separate regulations.
3. The Bank may provide the Customer with electronic images of the recorded delivery or return documents, upon submission by the Customer of a signed “Instruction to allocate rights to use the Postal Operator’s website ([www.](http://www.) ) and images of recorded delivery and return documents of postal orders”, and upon the Customer’s approval to cover costs tied to provision of this service.
4. Electronic images of the recorded delivery or return documents are made available at the Postal Operator’s website following the approval and signing of the instruction referred to in paragraph 3.
5. The Customer may request the Bank to make available the original recorded delivery or return document of the postal order. The Bank, within 4 business days from the date of receipt the Customer’s request sent by electronic mail, shall deliver the original recorded delivery or return document to the address indicated by the Customer. The rates of fees are compliant with the price list published on the mBank Group websites at the address [www.mbank.pl/msp-korporacje/](http://www.mbank.pl/msp-korporacje/).

#### § 137

In the case when the postal order is returned, the Customer shall receive a refund of the entire amount of the postal order sent to the bank account from which the postal order was sent.

#### § 138

The Customer shall be charged with the postal fee for returning the postal order collected by the Bank, in accordance with the price list presented on the the mBank Group websites at the address [www.mbank.pl/msp-korporacje/](http://www.mbank.pl/msp-korporacje/).

## CHAPTER 13

### Specific Principles of Executing loan disbursement Orders

#### § 139

1. In the mBank CompanyNet system the Customer may submit an order to disburse a loan which can be viewed by the Customer in the system.
2. The order referred to in paragraph is executed by the Bank, subject to § 140, by means of:
  - 1/ crediting the loan amount to the Customer’s bank account which can be viewed in the mBank CompanyNet system, or
  - 2/ executing a domestic credit transfer or a foreign credit transfer using the loan amount in accordance with the provisions hereof.
3. In order to execute the domestic credit transfer or the foreign credit transfer referred to in paragraph 2 point 2, the Bank may partially use the Customer’s own funds deposited in the Customer’s bank account which can be viewed in the mBank CompanyNet system.

#### § 140

The Bank decides to execute the loan disbursement order, provided that the Customer meets the following conditions:

- 1/ the Customer submits a correctly drafted and authorised loan disbursement order and furnishes the Bank with such paper-based documents relating to the loan as may be required in the credit agreement under which the order is submitted,
- 2/ positive result of the formal and content-related verification of the correctness and completeness of the submitted loan disbursement order and the documents referred to in point 1.

#### § 141

The Bank confirms the execution of the loan disbursement order in the form of a domestic or foreign credit transfer by providing the Customer with electronic confirmation of the execution of the loan disbursement order in the mBank CompanyNet system.

## CHAPTER 14

### Special Rules of Payment Orders Processing for Mass Payment and Mass Payment Plus

#### § 142

1. On the basis of the Agreement or a separate Customer instruction, approved by the Bank, the Bank provides to the Customer the product Mass Payment or Mass Payment Plus.
2. Under the Mass Payment product the Customer may fulfil domestic transfer orders solely under the Customer’s own instructions.
3. Under the Mass Payment Plus product the Customer may fulfil domestic transfer orders, including tax transfers and social security transfers solely under the instructions of third parties.
4. The Customer, by means of the mBank CompanyNet system, may place payment orders for Mass Payment or Mass Payment Plus in which within one order the Bank receives to execution a file containing specified number of fragmentary orders.
5. Mass Payment or the Mass Payment Plus products are made available to the Customer on condition that the Customer holds with the Bank an auxiliary bank account (“Mass Payment account”) maintained in PLN.
6. Orders within the Mass Payment or Mass Payment Plus products may be placed solely from Mass Payment accounts indicated by the Customer in the Agreement or in a separate Customer instruction accepted by the Bank.
7. The Bank executes Mass Payment and Mass Payment Plus orders denominated solely in PLN.
8. Mass Payment and Mass Payment Plus instructions are executed up to the limit constituting the sum of the Mass Payment account balance and an overdraft possibly granted under separate agreement.

9. The Mass Payment account is debited with the combined amount of fragmentary orders included in the Mass Payment Plus orders, accepted for execution by the Bank.
10. Fragmentary orders comprising the Mass Payment and Mass Payment Plus orders are executed on the execution date of Mass Payment indicated by the Customer, even if the text of the individual fragmentary orders shows that they should be executed on other business day.

## CHAPTER 15

### Specific Principles of Fulfilment of Instructions under the Trade finance module

#### § 143

1. The Customer being a Party to the Agreement may within mBank CompanyNet system in the Trade finance module (optional module) place orders concerning Trade finance products defined in the Regulations referred to in paragraph 2.
2. Terms and conditions for providing Trade finance products under the mBank CompanyNet system and the terms and conditions for the Customer placing and the Bank fulfilling instructions relating to Trade finance products are provided for in the "Regulations on the Provision and Service of Trade finance Products through the Internet Electronic Banking System".

## CHAPTER 16

### Specific Principles of Fulfilment of Orders under the Cash module

#### § 144

1. A Customer who is a Party of the Agreement may be granted access to the Cash module (optional model) within the mBank CompanyNet system, under which the Bank provides the Customer with the possibility to place open cash withdrawal instructions and closed cash withdrawal instructions, subject to provisions of paragraphs 3 and 6.
2. The Customer places payment instructions, referred to in paragraph 1, by means of relevant electronic forms which are provided in the Cash module of the mBank CompanyNet system.
3. In order to be able to submit closed cash withdrawal instructions under the Cash module, the Customer needs to sign with the Bank an agreement on execution of closed cash withdrawals.
4. The principles for execution of open cash withdrawal instructions are set forth in the "Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A.".
5. The principles for execution of closed cash withdrawal instructions are set forth in the "Regulations on Closed cash withdrawals".
6. Payment instructions other than those referred to in paragraph 1 and related to the cash service are available within Cash under individual arrangements between the Bank and the Customer.

## CHAPTER 17

### Specific Principles of Fulfilment of Instructions under the Cards module

#### § 145

1. A Customer who is a Party of the Agreement may be granted access to the Cards module (optional module).
2. The Cards module allows the Customer to:
  - 1/ view and manage debit cards,
  - 2/ view and manage the Corporate Payment Cards mentioned in the Regulations of the mBank S.A. Corporate Payment Cards (hereinafter referred to as the "Corporate Payment Cards"), and access the lists of operations executed with the use of those cards,
  - 3/ view, manage and submit instructions other than referred to in paragraph 3, tied to Prepaid Payment Cards of mBank S.A. held by the Customer,
  - 4/ view and submit instructions tied to the bearer Prepaid Payment Cards held by the Customer, which are issued by the Bank as electronic cash instruments.
3. As part of management of the cards referred to in paragraphs 2 points 1 and 3, the Customer may place instructions to:
  - 1/ change the daily and monthly card limits,
  - 2/ block cards,
  - 3/ change the terms on prolonging the card validity for the following period (renewal).
4. As part of management of cards mentioned in paragraph 2 point 2, the Customer may submit the following instructions:
  - 1/ card activation,
  - 2/ change of card limits – both the monthly card limit and authorisation limits (daily and monthly),
  - 3/ introduction of a temporary increase of the card limit in emergencies,
  - 4/ ordering a card duplicate,
  - 5/ blocking the card,
  - 6/ changing terms of extending the validity of cards for a subsequent period (renewal)
  - 7/ earlier repayment of the card limit for charge type cards (increasing the card limit).
5. As part of management of the cards referred to in paragraph 2 point 3 and 4, the mBank CompanyNet user may place instructions to:
  - 1/ request cards – submit orders for types of cards selected by the Customer, resulting in the issue of these cards by the Bank,
  - 2/ activation of cards – activation of card by the Customer, enabling the use of the card, in particular performance of transactions,
  - 3/ topping up of cards/topping up of online cards - increasing the balance of funds on the bearer Prepaid Cards issued by the Bank as electronic cash instruments (card with top-up scheme), in the manner indicated by the Bank in the Regulations on bearer Prepaid Card, issued by the Bank as electronic cash instrument or through a top-up file prepared in the format required by the Bank, containing information on the number of cards and the corresponding top-up amounts whose total amount does not exceed the amount of funds available in the account from which the top-up amount shall be debited.
6. The online card top-up will be executed by the Bank immediately after an appropriate instruction is submitted, exclusively from an account marked in the mBank CompanyNet system as the "online account" in which the viewing of the balance of funds available is possible at any time.
7. The range of available instructions may change as the mBank CompanyNet system is developed. The Bank informs the Customer each time the functionalities of the mBank CompanyNet system change, through an electronic message provided to users of the mBank CompanyNet system.
8. The Bank provides the Customer with reports on the execution of instructions submitted by the Customer, in particular:
  - 1/ cards requests,
  - 2/ cards top-ups.
9. The reports shall be provided to the Customer each time in electronic form, through the mBank CompanyNet system.
10. The Bank is liable for execution of the Customer's instruction according to its contents. The Customer shall be liable for any errors in the contents of instruction issued to the Bank.
11. The rules for submission by the Customer and execution by the Bank of instructions referred to in paragraph 3 are set forth in: "Agreement on Payment Cards for a Corporate Customer" or the "Agreement to issue and manage Prepaid Payment Cards of mBank S.A.", and the regulations referred to therein, subject to provisions of paragraph 12.

12. In case when the agreements referred to in paragraph 11 in order for the Customer's representation to be valid require the submission of instruction referred to in paragraph 3 in written form, this requirement is deemed fulfilled also in the case when these instructions are submitted under the Cards module.
13. In the case when the instructions referred to in paragraph 3 point 2 are authorised by the Customer with the use of certificate, such instructions are executed forthwith and provision of § 106 does not apply.
14. The rules for submission by the Customer and execution by the Bank of instructions referred to in paragraph 2 point 3 are set forth in the "Agreement to issue and manage Prepaid Payment Cards of mBank S.A." and the regulations referred to therein.

## CHAPTER 18

### Specific Principles of concluding selected financial market transactions under the FX platform

#### § 146

1. The Customer of the mBank CompanyNet system may be granted access to the FX platform (optional module), within which she/he may conclude selected financial market transactions. Authorization of the Customer to the mBank CompanyNet Transaction Platform, including authorization of the mBank CompanyNet system users, should be stipulated as per § 88.
2. The mBank CompanyNet system user is entitled to conclude single-handedly selected financial market transactions within the FX platform, at the latest on the third business day from the date of conclusion of or amendment to the Agreement, providing for granting those authorizations.

#### § 147

1. To matters not regulated in this Chapter, provisions of the following Regulations apply: "General Terms and Conditions of Co-operation with Clients in Financial Market Transactions", "Spot FX transactions", subject to § 153 paragraph 2 and "Regulations on PLN and FX Term Deposits for Institutional Clients", subject to § 153 paragraph 3.
2. In the case of discrepancies between the provisions of this Chapter and the provisions of the Regulations, referred to in paragraph 1, the provisions of this Chapter take priority.

#### § 148

Provisions of this Chapter do not apply to the Customers who have obtained authorizations to the FX platform jointly based on the Agreement "Master Agreement on Cooperation Rules for Financial Market Transactions" and the Regulation "FX platform".

#### § 149

1. The Customer authorizes the Bank to debit/credit his/her bank account (Settlement Accounts) operated based on the Agreement with the amounts resulting from transactions concluded by the Customer with the Bank via the FX platform.
2. As the Settlement Account for the purposes of a specific transaction any of the bank account operated by the Bank for the Customer, based on the Agreement, may be indicated by the mBank CompanyNet system user.

#### § 150

1. The Bank, via the FX platform, will make available to the users of the mBank CompanyNet system, authorized to conclude selected financial market transactions via the Platform:
  - 1/ information on the balance of funds available in the Settlement Account of the Customer,
  - 2/ information on the Authorized Notional Amount of FX Transaction (maximum amount for which the Customer may conclude the spot FX transaction), referred to in § 155.
  - 3/ reports on the transactions concluded via the FX platform and the transactions concluded by phone.
2. Via the FX platform the Bank will provide the mBank CompanyNet system users authorised to view transactions with reports on transactions concluded on the FX platform and transactions concluded over the phone.

#### § 151

1. Financial market transactions may be concluded by the Customer via the FX platform only during working hours of the Platform on Business Days (defined in the "General Terms and Conditions of Co-operation with Clients in Financial Market Transactions"), in which the Bank conducts operation on the financial market and effects settlements in the currencies in which the transaction is denominated.
2. Detailed information on the working hours of the FX platform, referred to in paragraph 1, is publicized on the Internet sites of the FX platform.

#### § 152

1. Conclusion of selected financial market transactions via the FX platform is possible upon previous identification by the Bank of the Customer and the user of the mBank CompanyNet system authorized to conclude transactions within the FX platform, under the principles set forth in these Regulations.
2. Conclusion of transactions occurs at the time of accepting the conditions of the transaction by the user of the mBank CompanyNet system and sending a message, confirming the conclusion of the transaction, by the FX platform.
3. Conclusion of the transaction does not require an additional authorization by the user of the mBank CompanyNet system.
4. Conclusion of transactions is confirmed by sending a statement from the Customer's Settlement Account to the Customer.
5. Specific principles of concluding transactions via the FX platform are specified in the help available on the Internet sites of the FX platform ("HELP" option).
6. Concluded transactions are registered by the Bank in the form of electronic record within the FX platform.
7. In the case of inconsistencies between the conditions of transaction concluded by the Bank and the Customer and the conditions given on the statement from the Customer's Settlement Account, in disputable matters the electronic record of the conditions of the transaction within the FX platform will be conclusive.

#### § 153

1. The Bank provides interest rates on deposits and foreign currency buy and sell rates based on current quotations from the interbank market.
2. The Customer acknowledges that in the case of spot FX transactions the buy or sell exchange rate may differ (and be less favourable to the Customer) from the rate from the currently applicable mBank S.A. Exchange Rates.
3. The Customer acknowledges that the interest rates on fixed-term deposits may differ (and be less favourable to the Customer) from the basic interest rates on deposits published in the operating rooms of the Bank or on the mBank Group websites.

#### § 154

Conclusion of transaction by the Customer is for the Bank an instruction final and binding on the Customer to debit or credit the Customer's Settlement Accounts, maintained by the Bank, with the amounts resulting from settlement of transactions concluded by the Customer via the FX platform.

### § 155

1. The Customer may conclude spot FX transaction up to the amount of the Authorized Notional Amount of FX Transaction.
2. Normally, the Authorized Notional Amount of FX Transaction is equal to the amount of funds available in the Settlement Account indicated by the user of the mBank CompanyNet system, held in the currency sold by the Customer.
3. Upon conclusion of the spot FX transaction the Bank forthwith blocks in the Customer's Settlement Account funds in the amount sold by the Customer.
4. On the settlement day, the Bank debits the Customer's Settlement Account with the amount of the sold currency and credits the Customer's Settlement Account with the amount of the bought currency.
5. The Bank may set the Authorized Notional Amount of FX Transaction according to other principles than those referred to in paragraph 2 and refrain from the blockade, referred to in paragraph 3.
6. In the case when the Bank has refrained from the blockade, referred to in paragraph 3, and on the Settlement Day in the Customer's Settlement Account there are not enough funds to settle the spot FX transaction, the Bank executes closing transaction, under the principles set forth in the "Regulation on Spot FX Transactions".
7. Maximum amount of the Authorized Notional Amount of FX Transaction is publicized on Internet sites of the FX platform.

## CHAPTER 19

### Restrictions to Fulfilment of Orders

#### § 156

The Customer may freely administer the funds up to the current balance on the current or auxiliary bank account within the framework of the applicable provisions of the law and subject to the restrictions arising from the agreements signed by the Customer and the Bank.

#### § 157

1. If the Customer's instruction is inconsistent with the Agreement, the Regulations or the provisions of the law, the Bank refuses to fulfil the instruction. The Bank refuses to execute the loan disbursement order which is in breach of the credit agreement under which it is submitted.
2. If the Customer's instruction with the fee or commission due to the Bank is not covered by the funds in the bank account, the Bank may refuse to fulfil the instruction.
3. The Bank may refuse to fulfil the instruction submitted by mBank CompanyNet user entitled to authorise instructions who failed to comply with the obligation to deliver to the branch the "Identity Card together with information on personal data processing".
4. The Bank may refuse to fulfil the instruction submitted by mBank CompanyNet user entitled to authorise instructions until the end of the business day following the day on which the user complied with the obligation to deliver to the branch the "Identity Card together with information on personal data processing". This period is necessary to enter the personal data of this user into the bank system.
5. If the Customer enters an incorrect NRB ID or incorrect IBAN ID in the instruction, the Bank may refuse to fulfil this instruction. An incorrect NRB ID or incorrect IBAN ID is the one that is inconsistent with the bank account number standard specified in the Order of the President of the NBP which is referred to in § 83 points 13 and 14.
6. If the execution of an instruction is refused, the Bank shall notify the mBank CompanyNet system user of the refusal to execute the instruction. In cases mentioned in paragraphs 3-5, the information about the refusal to execute the instruction shall be submitted to the mBank CompanyNet system user via a message available in the mBank CompanyNet system. The message shall be displayed to the mBank CompanyNet system user when he attempts to submit the instruction.
7. The Bank has the right to collect a fee for the notification mentioned in paragraph 6 in the case where the refusal to execute the instruction has been justified. If a fee is collected, the amount of the fee shall be determined by the "Tariff of banking fees and commissions of mBank for SME and Corporates" – Section I – Bank Accounts.

#### § 158

The Bank shall not fulfil a payment instruction submitted with an incorrect onetime password.

## CHAPTER 20

### Commissions and Fees

#### § 159

1. For actions specified in the Regulations, the Bank charges commissions and fees specified in the "Tariff of banking fees and commissions of mBank for SME and Corporates" – Section I – Bank Accounts.
2. For the servicing of the postal order, the Bank charges, subject to the fee mentioned in paragraph 1, postal charges in accordance with the current price list of the Postal Operator, published on the mBank Group websites at the address [www.mbank.pl/msp-korporacje/](http://www.mbank.pl/msp-korporacje/).
3. For executing a payment instruction within the Mass Payment and Mass Payment Plus products, the Bank charges fees specified in the Agreement or in a separate instruction of the Customer accepted by the Bank.
4. The Bank charges a fee for the execution of the loan disbursement order amounting to the fee for the execution of a domestic or foreign credit transfer respectively, as indicated in paragraph 1, unless the fee for the execution of the loan disbursement order is specified in the credit agreement under which the order is executed (if that is the case, the fee specified in the credit agreement applies).
5. The rules for charging fees for mBank CompanyConnect Partner Package services are stipulated in the mBank CompanyNet Agreement or the Integrated Bank Account Agreement and separate, relevant provisions on mBank CompanyConnect services offered by mBank S.A.
6. Fees and commissions concerning modules and transaction platforms referred to in § 83 point 21 are set in agreements and regulations referred to in § 85 paragraph 1.
7. The "Tariff of banking fees and commissions of mBank for SME and Corporates" is introduced by the President of the Bank's Management Board in the form of an order.
8. The level of the fees or commissions may change. The changes in the level of commissions and fees shall depend, in particular, on the transaction servicing costs incurred by the Bank, including the market parameters that affect the costs, such as inflation, exchange rates and reference interest rates fixed by the NBP.

#### § 160

The current rates of the "Tariff of banking fees and commissions of mBank for SME and Corporates" and information on the amendments in rates are available in the form of announcements in the Bank's operating rooms or through the mBank Group websites at the address [www.mbank.pl/msp-korporacje/](http://www.mbank.pl/msp-korporacje/).

#### § 161

1. The Customer authorises the Bank to charge his/her account with commissions and fees due to the Bank, including any commissions or fees of a bank acting as intermediary in the fulfilment of the instruction.

2. The Bank shall charge the Customer's account with commissions and fees for the fulfilment of the payment instruction at the time the instruction is being fulfilled.
3. The principles expressed in paragraph 2 apply unless the provisions of separate agreements signed by the Customer and the Bank provide otherwise.

## CHAPTER 21

### Final Provisions

#### § 162

1. The Customer is responsible for submitting the "Identity Card together with information on personal data processing" or the "Identity Card" for each user of the mBank CompanyNet system entitled to authorise payment instructions or to use mBank FX platform or open term deposits and conclude spot FX transactions.
2. The Customer is responsible for immediate updating of personal data by each user of the mBank CompanyNet system entitled to authorise payment orders or to use mBank FX platform or open term deposits and conclude spot FX transactions, in the scope defined in the "Identity Card together with information on personal data processing".
3. The persons referred to in paragraph 1 update their personal data at the branch. In order to perform the update it is necessary to produce an identity document.

#### § 163

The Customer makes the commitment not to deliver illegal content to the Bank through the mBank CompanyNet system.

#### § 164

1. The Bank may withhold from providing the electronic banking services with the use of the mBank CompanyNet system in the event of a failure in the computer system or in the telecommunications system which make impossible the provision of such services, until such a failure is remedied.
2. The Bank's withholding of services for reasons specified in paragraph 1 shall not breach the terms and conditions of the Agreement.
3. In a situation when it is impossible to set up a telecommunication connection allowing to obtain information on the account status through the mBank CompanyNet system, mBank SA provides information on the account status over the telephone, upon earlier identification and authentication of the Customer through the Contact Centre.
4. The information referred to in paragraph 3 is provided to mBank CompanyNet system users or controllers solely in the scope corresponding to the scope of rights of the mBank CompanyNet system users or controllers, defined on the basis of the relevant appendices, and in particular the right to view the Customer's account under the mBank CompanyNet system.

#### § 165

The Bank reserves the right to conduct maintenance and upgrade works of the mBank CompanyNet system. The Bank shall notify the Customer appropriately in advance of the maintenance and upgrade work and the timing of the temporary lack of availability of the mBank CompanyNet system. The information shall be published on the websites of the mBank CompanyNet system or otherwise communicated to the Customer.

#### § 166

1. The Bank, pursuant to Article 24 paragraph 1 of the Act on Personal Data Protection dated 29 August 1997 (i.e.: consolidated text: Journal of Laws of 2002, no. 101, item 926 as amended), hereby declares that the Customer's data, and the data of his/her representatives and employees designated by him/her to service the mBank CompanyNet system will be processed in the bank data base in order to satisfy the terms and conditions of the agreements signed with the Bank.
2. Pursuant to the provisions of the Act referred to in paragraph 1 the Customer, his/her representatives and employees designated by him/her to service the mBank CompanyNet system are entitled to:
  - 1/ access and correct their data,
  - 2/ object to the processing of their data for promotional and marketing purposes or for the purpose of advertising the banking products and services.

#### § 167

1. In case when the mBank CompanyNet system controller cannot, for reasons beyond the control of the Bank, perform the configuration changes to which he/she is entitled, it is possible to instruct the Bank to perform these changes, through the delivery of the relevant appendices by the Customer.
2. In case when the mBank CompanyNet system controller cannot, for reasons resulting from functionalities of the mBank CompanyNet system, perform the configuration changes, it is possible to execute them on the basis of the Customer's instruction submitted in electronic form, with the use of the communication form "Message to the Bank", titled "Message from the controller".