

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

Warsaw, April 2020



[mBank.pl](https://mBank.pl)

# Part I

Current and Auxiliary Bank Account

Cash Deposits and Withdrawals

Term Deposits and Spot FX Transactions

Payment Cards

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## 1. General Provisions

### Article 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) with the use of the Internet electronic banking system 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".

### Article 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:

<b>1/ administrator (controller)</b>	a natural person indicated by the Customer in the Bank Account Agreement, authorised to manage mBank CompanyNet users' authorisations on behalf and for the Customer, including granting, changing or cancelling mBank CompanyNet users' authorisations to submit orders, electronic documents and obtain information connected with performance of the Agreement; an administrator may be an mBank CompanyNet user,
<b>2/ Bank</b>	mBank S.A.,
<b>3/ business day</b>	a day on which the Bank is open for business, i.e. every day from Monday to Friday, excluding public holidays or days the Bank previously announced to be holidays,
<b>4/ payment instruction</b>	a statement of the Customer containing an order to deposit, transfer or withdraw funds,
<b>5/ IBAN ID</b>	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,
<b>6/ NRB ID</b>	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,
<b>7/ payment cards</b>	payment cards issued by the Bank,
<b>8/ Customer</b>	entrepreneur, legal person, or organisational unit without legal personality but with legal capacity that concluded a Bank Account Agreement with the Bank
<b>9/ branch</b>	an organisational unit of the Bank which holds the bank accounts referred to in Article 6,
<b>10/ optional module or transaction platform</b>	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,
<b>11/ mBank Group website</b>	the mBank Group website containing web pages located on the Bank's web server www.mbank.pl,
<b>12/ Regulations</b>	"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",
<b>13/ mBank CompanyNet Regulations</b>	"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",
<b>14/ IBAA Regulations</b>	"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,
<b>15/ debit balance</b>	negative funds in the account,
<b>16/ Transactions</b>	term deposits, spot FX transactions and Financial Market Transactions concluded, changed or terminated by the Customer with the Bank by phone or electronically based on an agreement that allows the conclusion of such transactions (in particular the Agreement and the Framework Agreement),
<b>17/ Financial Market Transactions</b>	transactions (forward transactions) referred to in Article 5 (2) (4) of the Banking Law Act of 29 August 1997, concluded, changed or terminated by the Customer with the Bank by phone or electronically based on an agreement that allows the conclusion of such transactions (in particular the Agreement and the Framework Agreement),
<b>18/ Bank Account Agreement / Agreement</b>	an Integrated Bank Account Agreement signed by the Bank and the Customer under the current IBAA Regulations,
<b>19/ Framework Agreement</b>	a framework agreement for financial market transactions or the Framework Agreement on Rules for Handling Financial Market Transactions concluded between the Customer and the Bank, which allows the Customer to conclude Transactions,
<b>20/ user</b>	a natural person indicated in the Agreement or designated by the controller referred to in the mBank CompanyNet Regulations, authorised to use mBank CompanyNet on behalf of and for the Customer, in particular authorised to: submit orders and electronic documents in mBank CompanyNet, single-handedly conclude, change and terminate Transactions (by phone or electronically), and make and receive statements of intent and knowledge required to conclude, change and terminate Financial Market Transactions.

### Article 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.

### Article 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.
3. The matters not covered by the IBAA Regulations are governed by the relevant legal regulations, in particular the Civil Code Act of 23 April 1964, the Banking Law Act of 29 August 1997, the Foreign Exchange Law Act of 27 July 2002 and the Payment Services Act of 19 August 2011.
4. The provisions of Chapter II of the Payment Services Act of 19 August 2011 (except for Article 32a) as well as the provisions of Articles 34, 35-37, 40 (3)-(4), 45, 46 (2)-(5), 47, 48, 51, and 144-146 of the Payment Services Act of 19 August 2011, and, whenever acceptable, other laws which modify or amend the said provisions, do not apply to the payment services provided under the Agreement.

### Article 5

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

## 2. Current and Auxiliary Bank Accounts and VAT Account

### Article 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.
5. For the Customer's current and auxiliary accounts in PLN the Bank maintains a VAT account in PLN. At the Customer's request, the Bank may maintain more than one VAT account connected with the Customer's current or auxiliary accounts.
6. The VAT account is used only for monetary settlements defined in the law.

## 3. Interest on Funds in Bank Accounts

### Article 7

1. Funds deposited in the bank accounts, including the VAT account, 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 reference rates on the interbank money market (WIBID, WIBOR, LIBOR, EURIBOR),
  - 4/ discontinuance or change in the type of reference rates on the interbank money market (WIBID, WIBOR, LIBOR, EURIBOR),
  - 5/ in the required reserve ratio,
  - 6/ 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).

### Article 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. Interest due on a VAT account is credited to the current or auxiliary account connected with the VAT account.

### Article 9

1. In the case when pursuant to tax provisions or agreements on avoidance of double taxation on paid out interest, flat rate income tax is due (from individuals or legal persons) on the territory of the Republic of Poland, the Bank, as the payer, will deduct the tax amount from the amount of interest paid.
2. The Customer being a non-resident should provide the Bank with a valid tax residency certificate or its certified copy for application of the provisions of the relevant agreement on avoidance of double taxation, including interest tax rate stipulated therein.
3. A residency certificate, referred to in paragraph 2, is a statement on the location of the registered office of the Customer for tax purposes, issued by a competent tax authority of the country in which the Customer's registered office is located.
4. Validity date of the tax residency certificate should result from the content of the document. In the case of lack of validity date in the document, it is presumed that the document is valid 12 months from the date of issuing it.
5. In the case when the validity date of the tax residency certificate has expired or when the data confirmed by the certificate have changed, the Customer is obliged to provide the Bank with a valid document. In the case when the validity date has expired the Customer is obliged to submit the document before that date. In the case of a change of data necessitating an update of the document, the Bank sets the deadline for delivering it. Failure to submit a valid document leads to applying a tax rate resulting from the currently applicable law in Poland without taking into account the provisions of the relevant agreement on avoiding double taxation.

### Article 10

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.

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

### Article 11

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.

### Article 12

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.

### Article 13

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 or the Central Registration and Information on Business (CEIDG),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 this case, the Bank may require the Customer to provide a concession, permit, license, consent of a competent authority to carrying out of a business activity or a certificate of entry in the register of regulated activity (with regard to the business activity carried out in Poland), and the Customer is obliged to deliver them forthwith.
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 §17 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 tax residence, in the case stated in § 9 paragraph 2,
  - 3/ and any other documents required by the Bank.
5. The Customer commits, at the Bank's request, to submit documents making it possible for the Bank to duly perform its obligations arising from the Act on Counteracting Money Laundering and Terrorism Financing of 1 March 2018, including obligations pertaining to financial security measures – when entering into the Agreement as well as during its term.

### Article 14

1. The Application referred to in §12 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.

### Article 15

1. In order to open the bank account, the Customer is obliged to present further documents in addition to those listed in §13.
2. Detailed information on the documents required for opening the account shall be provided by the Bank's authorised employees.

### Article 16

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.

### Article 17

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.

#### **Article 18**

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 (undersigned on the power of attorney) or after submitting a written power of attorney granted in the presence of the Bank's employer and after verifying identities of person authorised to make statements of intent with respect to the Principal's proprietary rights and duties (undersigned on the power of attorney). 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 §17, paragraphs 3 and 4.

#### **Article 19**

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 or if the Customer runs consumer credit business as a credit institution within the meaning of the Consumer Credit Act of 12 May 2011, the Customer is obliged to notify the Bank of the fact in the manner provided for in paragraph 1. In this case the Bank may require the Customer to provide the original copy of a concession, permit, license, consent of a competent authority to carrying out of a business activity or a certificate of entry in the register of regulated activity or other documents and statements specifies by the Bank, and the Customer is obliged to submit them forthwith.

### **5. Powers of Attorney to Administer the Funds in the Bank Account**

#### **Article 20**

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.

#### **Article 21**

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.

#### **Article 22**

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

#### **Article 23**

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.

#### **Article 24**

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

- 1/ the attorney's forename and surname,
- 2/ details of the attorney's identity document (number, type, expiry date and place of issue),
- 3/ PESEL number or, if PESEL is not available, date and country of birth of the attorney,
- 4/ citizenship,
- 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.

#### **Article 25**

1. The power of attorney may be amended or revoked by the Customer on his written instructions confirmed in the manner specified in §23, 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.

## 6. Specimen Signature Card

### Article 26

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.

### Article 27

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 §23, paragraph 1, item 1 letter b and item 2 are required for the bank account instruction to be valid.

### Article 28

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.

### Article 29

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 §17 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,
  - 2/ the company seal,
  - 3/ the Customer's legal form,
 and other reasons that affect the administration of the funds in the bank account.

## 7. Administration of the Funds in the Bank Account

### Article 30

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.
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.

### Article 31

The Customer is obliged to observe forms and principles that apply to monetary settlements in domestic and international trading that apply in the Bank. The Customer places instructions on forms issued by the Bank or other forms agreed with the Bank.



### Article 32

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 at [www.mbank.pl/informacje-dla-klienta/mosp-korporacje/](http://www.mbank.pl/informacje-dla-klienta/mosp-korporacje/).

### Article 33

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.

### Article 34

1. The Bank carries out payment instructions of the Customer, incoming domestic payments and incoming foreign payments 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 payment instruction amount, incoming domestic payment or incoming foreign payment, the Bank effects the transaction using the exchange buy or sell rate of a 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.

### Article 35

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.

### Article 36

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.

### Article 37

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 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.

### Article 38

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.

### Article 39

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.

### Article 40

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.

## 8. Monetary Settlement System

### Article 41

The Bank performs cash settlements in the following forms:

- 1/ cash deposits and withdrawals using cash desk documents,
- 2/ cash withdrawals using payment cards.

### Article 42

Non-cash settlements are conducted in the form of:

- 1/ transfer order,
  - 2/ foreign outgoing payment,
  - 3/ direct debit,
  - 4/ withdrawal made using payment cards,
- and other forms specified in separate regulations.

### Article 43

The Bank verifies the identity of the person who, among other things:

- 1/ withdraws cash,
- 2/ makes transactions referred to in the regulations on combating money laundering and terrorism financing.

### Article 44

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.

## 9. Closed Cash Deposits and Withdrawals

### Article 45

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.

## 10. Term Deposits and Spot FX Transactions

### Article 46

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. To start cooperation on term deposit transactions and spot FX transactions, the Customer must indicate persons authorised to single-handedly conclude, change and terminate Transactions (by phone or electronically) and make statements of intent and knowledge required for Financial Market 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".

### Article 47

1. The Bank opens and maintains term deposit accounts for the Customer in accordance with the "Regulations on PLN and FX Term Deposits for Institutional Clients", "General Terms and Conditions of Cooperation with the Clients with respect to Financial Market Transactions" and 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.

### Article 48

In the case of term deposit transactions and spot FX transactions concluded over the phone, a sufficient condition for establishing whether the transaction was concluded on behalf of the Customer by a person authorised to conclude such transactions over the phone is the provision of the following details by that person:

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

### Article 49

1. The parties shall agree that telephone calls will be recorded in connection with transactions concluded over the telephone.
2. The telephone calls with the Customer which result or may result in a transaction being concluded shall be recorded and saved and made available to the Customer for a period of 5 years; they may also be used as a proof in the arbitration or court proceedings.

## 11. Payment Cards

### Article 50

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 or 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. 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.

## 12. Special Terms and Conditions of Serving Payment Institutions, Electronic Money Institutions, Small Payment Institutions and Payment Service Offices

### Article 50<sup>1</sup>

The provisions of this Chapter apply to each Customer which is a payment institution, an electronic money institution, a small payment institution, a European payment institution, a European electronic money institution, or a payment services office as referred to in the Payment Services Act of 19 August 2011 providing payment services on the territory of the Republic of Poland (hereinafter referred to as "Payment Service Provider").

### Article 50<sup>2</sup>

The Bank gives the Payment Service Provider access to its payment services provided under the Bank Account Agreement on objective, non-discriminatory and proportionate terms.

### Article 50<sup>3</sup>

1. Prior to the conclusion of the Agreement, the Customer is obliged to submit to the Bank documents confirming its authorisations to act as a Payment Service Provider on the territory of the Republic of Poland and indicate the public register in which these authorisations have been published.
2. The Customer is obliged to provide the Bank with detailed information, among others, on the manner in which the Payment Service Provider plans to provide payment services to its clients. The information in question includes, in particular, data on:
  - 1/ the types of payment services which the Payment Service Provider provides and plans to provide,
  - 2/ the business and operating model of the activity,
  - 3/ the methods and mechanisms which the Payment Service Provider applies or intends to apply in connection with the provision of payment services,
  - 4/ planned demand for the payment services offered by the Bank,
  - 5/ planned scale of the activity pursued in cooperation with the Bank.
3. The Bank has the right to refuse to enter into the Bank Account Agreement with the Payment Service Provider on objective, non-discriminatory and proportionate terms, in particular in the case when the Payment Service Provider's requirements concerning accounts and services related to account maintenance go beyond the range of products and services offered by the Bank.
4. The Bank's decision on concluding the Bank Account Agreement with the Payment Service Provider is conditional upon the provision of the detailed information referred to in Article 503 (1)-(2).
5. The provisions of Article 503 (1)-(4) apply accordingly in the case of:
  - 1/ obtaining the authorisation to act as a Payment Service Provider after the conclusion of the Bank Account Agreement,
  - 2/ change of the scope of authorisations referred to in Article 503 (1),
  - 3/ loss of the authorisations referred to in Article 503 (1),
  - 4/ change in the business or operating model of the pursued activity.The Customer must forthwith meet the obligations set forth in this paragraph.

### Article 50<sup>4</sup>

Every year and at each request of the Bank, the Payment Service Provider is obliged to present to the Bank the following information:

- 1/ information about its current authorisations to act as a Payment Service Provider on the territory of the Republic of Poland,
- 2/ changes to the authorisations referred to in Article 504 (1),
- 3/ public registers in which the authorisations and changes thereto, as referred to in Article 504 (1)-(2), have been published,
- 4/ incidents (events) connected with the Payment Service Provider violating the provisions of the Act on Counteracting Money Laundering and Terrorism Financing dated 1 March 2018, on counteracting money laundering and terrorism financing of other EU member states, and on sanctions and embargoes violations,
- 5/ public warnings pertaining to the Payment Service Provider issued by authorised authorities,
- 6/ measures taken to mitigate the risk connected with counteracting money laundering and terrorism financing and observing international sanctions,
- 7/ facts and/or risks other than those referred to in Article 504 (1)-(6) which may impact on the performance of the Bank Account Agreement.

### Article 50<sup>5</sup>

The Payment Service Provider undertakes:

- 1/ to pursue the activity in line with its authorisations to act as a Payment Service Provider on the territory of the Republic of Poland and within the limits of the authorisations,
- 2/ to pursue the activity in accordance with the law, in particular with the Act on Counteracting Money Laundering and Terrorism Financing dated 1 March 2018,
- 3/ not to cause damage to the Bank due to any acts or omissions,
- 4/ not to perform virtual currency settlements with the use of accounts maintained by the Bank without the Bank's explicit written consent,
- 5/ not to keep funds related to operations on virtual currencies in accounts maintained by the Bank without the Bank's explicit written consent.

### Article 50<sup>6</sup>

1. The Payment Service Provider undertakes to provide the Bank, at its request, with any assistance in the performance of the Bank's obligations pertaining to counteracting money laundering and terrorism financing and observing sanctions and embargoes.
2. The assistance referred to in Article 506 (1) includes in particular:
  - 1/ informing the Bank on the originator and the ultimate beneficiary of each transaction executed through the agency of the Bank,
  - 2/ providing the Bank forthwith, at each request of the Bank, with any necessary information and detailed explanations regarding particular transactions which raise doubts of the Bank, authorised authorities and/or other payments market participants, in particular with regard to counteracting money laundering and terrorism financing and observing sanctions and embargoes.

### Article 50<sup>7</sup>

1. A violation of any of the obligations arising from this Chapter of the Regulations by the Payment Service Provider constitutes a gross violation of the provisions of the Regulations, which entitles the Bank to terminate the Bank Account Agreement without notice.
2. Notwithstanding Article 507 (1) and Article 57 hereof, the Bank may terminate the Bank Account Agreement with a two months' notice if it has doubts as to whether the Payment Service Provider provides payment services with due diligence, in particular if the Bank repeatedly receives complaints, questions and/or applications related to the provision of payment services by the Payment Service Provider from users, authorised authorities or other payment service providers.

## 13. The Unauthorised Debit Balance

### Article 51

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.

## Article 52

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 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.

## 14. Bank Statements and Balance Confirmation

### Article 53

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 administrator (controller) or
  - 2/ users specified by the Customer in the Application.
5. Statements, including VAT account 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.

### Article 54

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.

### Article 55

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.

### Article 56

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.

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

### Article 57

1. The Customer or the Bank may terminate the Bank Account Agreement with a two-month notice period, subject to the next sentence. The Bank may terminate the Bank Account Agreement only for valid reasons, with the proviso that if any of the valid reasons specified in § 57 (2) (1)-(2) and (6)-(13) arise, the Bank is entitled to terminate the Bank Account Agreement without notice.
2. 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/ if the Customer is suspected of conducting or conducts business activity against generally applicable laws, including use of the bank account against generally applicable laws or use of the bank account in order to circumvent the provisions of law,
  - 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 or making untrue statements when entering into the Bank Account Agreement or during its performance,
  - 7/ the Customer fails to submit, at the Bank's request, a FATCA statement required under the Act on the Performance of the Agreement between the Government of the Republic of Poland and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA of 9 October 2015,
  - 8/ the Customer fails to submit, at the Bank's request, a CRS statement required under the Act of 9 March 2017 on the Exchange of Tax Information with Other Countries,
  - 9/ the Customer's taking actions that are harmful to the Bank,

- 10/ 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,
  - 11/ 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,
  - 12/ 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),
  - 13/ occurrence of a situation where it is impossible for the Bank to duly perform its obligations arising from the Act on Counteracting Money Laundering and Terrorism Financing of 1 March 2018, including obligations pertaining to financial security measures or if the provisions of the aforementioned Act are violated by the Customer when entering into the Agreement as well as during its term.
3. If the Bank Account Agreement is terminated with notice, the notice period starts on the day on which the termination notice is delivered to the other party. The Bank Account Agreement terminates upon expiry of the notice period.
  4. If the Bank Account Agreement is terminated without notice, the Bank Account Agreement terminates on the day on which the Bank receives information that the termination notice has been delivered to the Customer. The Bank informs the Customer forthwith about the Agreement termination date.
  5. 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.
  6. The Bank may terminate the Bank Account Agreement in a part pertaining to one or multiple bank accounts (as indicated by the Bank) maintained under the Bank Account Agreement without notice. The Bank Account Agreement may be terminated partially only for valid reasons indicated in § 57 (2) (1)-(2) and (6)-(13). The provisions of § 57 (4) apply accordingly.
  7. The Bank Account Agreement cannot be terminated with a two-month notice period or without notice if the Bank Account Agreement allows a one-month notice period only. In such a case, the Bank Account Agreement may be terminated, in part or in whole, with a one-month notice period only.
  8. If the Bank or the Customer terminates the Bank Account Agreement, the Framework Agreement is terminated as well (with a notice period specified in the Agreement), provided that the Customer settled all Financial Market Transactions and met all the obligations arising from the Framework Agreement.
  9. The Agreement concluded for a fixed term terminates upon expiry of the fixed term.

#### **Article 58**

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. Upon termination of the Agreement, the Bank informs the Customer of the balance on the current or auxiliary account and the VAT account, and the Customer is obliged to submit an instruction related to the funds remaining on the account within 14 days following the date of receipt of the Bank's letter, and to return the payment cards.
3. Upon termination of the Agreement, the Customer is obliged to return the payment cards to the Bank. The Bank may block the payment cards issued for the Customer.
4. The Bank closes the current or auxiliary account of the Customer after closing the VAT account, provided that such a VAT account is maintained in connection with the Customer's account, subject to § 59.
5. Before closing the account, the Bank calculates the interest due to the Customer and collects the interest, commissions and fees due to the Bank.

#### **Article 59 applicable until 31 October 2019**

1. If the balance of the VAT account connected with the current or auxiliary account to be closed is positive and the Customer fails to indicate another VAT account maintained for the Customer with the Bank to be credited with the positive balance amount or the Bank does not maintain any other VAT account for the Customer, the Customer is obliged to apply to the head of the tax office for consent to crediting the funds deposited in the VAT account to the current or auxiliary account connected with the VAT account. Only after the Bank is informed about the decision of the head of the tax office granting the consent will it credit the funds deposited in the VAT account to the account indicated in the decision and then close the VAT account.
2. If, after the expiry of the notice period of termination of the Agreement or after the date of termination or expiration of the Agreement for any other reason, the VAT account balance is positive and the Bank does not maintain a current or auxiliary account for the Customer under a different agreement, the Bank continues to maintain the current or auxiliary account connected with the VAT account by the time it is informed of the decision of the head of the tax office referred to in Article 59 (1).
3. In the case referred to in Article 59 (2), the Bank maintains the current or auxiliary account only for the purpose of: settling the VAT account balance, executing the instruction to settle the current or auxiliary account balance placed by the Customer in accordance with Article 59 (1) and charging the fees and commissions due to the Bank.
4. After the expiry of the notice period of termination of the Agreement or after the date of termination or expiration of the Agreement for any other reason the Customer is not entitled to place payment instructions other than the instruction to settle the current or auxiliary account balance and the Bank is entitled to refuse to execute payment transactions (either credit or debit transactions) related with the current or auxiliary account other than the transactions indicated in Article 59 (3).

#### **Article 59 applicable from 1 November 2019**

1. If the balance of the VAT account connected with the current or auxiliary account to be closed is positive and the Customer fails to indicate another VAT account maintained for the Customer with the Bank to be credited with the positive balance amount, or the Bank does not maintain any other VAT account for the Customer, the Customer is obliged to apply to the head of the tax office for consent to crediting the funds deposited in the VAT account to a current or auxiliary account. The Bank will credit the funds deposited in the VAT account to the current or auxiliary account indicated in the decision and then close the VAT account after it has been informed about the decision of the head of the tax office granting the consent, subject to Article 59 (2).
2. If, after the expiry of the notice period of termination of the Agreement or after the date of termination or expiration of the Agreement for any other reason, the VAT account balance is positive and the Bank does not maintain a VAT account linked to the current or auxiliary account for the Customer under a different agreement, and if the Bank has not been informed of the decision of the head of the tax office granting the consent to crediting the funds to a current or auxiliary account, the Bank credits the funds deposited in the VAT account as at the date of closing the account to a separated technical account (not held by the Customer) and closes the VAT account.
3. In the case referred to in Article 59 (2), funds will be disbursed from the technical account after the Bank has been informed of the decision of the head of the tax office granting the consent to crediting the funds or after the Bank has received a decision or a ruling stipulating that there is no legal basis for issuing a decision granting the consent to crediting the funds.

#### **Article 60**

1. If the Customer fails to administer a positive balance on a closed current or auxiliary account by the date specified in §58 (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.



## Article 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.

## 16. Commissions and Fees

### Article 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 I – 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 §57 (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)).

### Article 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.

### Article 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.

## 17. Amendments to the IBAA Regulations

### Article 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 by publishing:
  - 1/ 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 effective date of these changes; or
  - 2/ the amended IBAA Regulations or a notification containing the amended Regulations on the mBank Group website at [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje). Information on the publication date of the amendments and their effective date will be provided together with the amended Regulations. The delivery date of the amended IBAA Regulations to the Customer is considered to be the eighth day from the publication of the amended IBAA Regulations on the mBank Group website at [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje).
4. The Customer undertakes to read the information published on the website of the Internet electronic banking system and the information for Customers published on the mBank Group website at [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje) at least once a 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 §57 (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.

## 18. Final Provisions

### Article 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 mBank Group'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.

### Article 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.

## Article 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.

## Article 69

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

## Article 70

1. Deposits (in zloty or in other currency) of the following depositors are subject to protection by the Bank Guarantee Fund on the terms specified in the Act on Bank Guarantee Fund, Deposit Guarantee Scheme and Resolution, hereinafter referred to as "the BFG Act" of 10 June 2016:
  - 1/ natural persons,
  - 2/ legal persons,
  - 3/ organisational units without legal personality if they have legal capacity,
  - 4/ school savings associations,
  - 5/ employees' social benefits and loans schemes.
2. In the case where the Bank maintains one account for more persons (common account), each of those persons 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 equal parts.
3. Generally, subject to the exceptions stipulated in the BFG Act, funds are subject to guarantee protection at the Bank from the day they are transferred to the Bank account, but no later than on the day preceding the date of fulfilment of the guarantee condition, and in the case of receivables resulting from banking activities, provided that the activity was performed prior to the date of fulfilment the guarantee condition, up to the PLN equivalent of EUR 100 000 - in whole.
4. The conversion from euro to zloty is at the fixing rate of the National Bank of Poland from the day when the guarantee condition is fulfilled.
5. The PLN equivalent of EUR 100 000 sets the maximum level of the depositor's claims against the Bank Guarantee Fund, regardless of the amount of funds deposited and number of accounts held or the number of receivables the depositor is eligible for from the Bank.
6. Claims under the guarantee expire after 5 years following the day on which the guarantee condition is fulfilled.
7. Cash funds and receivables of the following institutions are not subject to protection of the Bank Guarantee Fund:
  - 1/ The State Treasury,
  - 2/ The National Bank of Poland,
  - 3/ banks, foreign banks and credit institutions referred to in the Banking Act,
  - 4/ credit unions and National Association of Co-operative Savings and Credit Unions,
  - 5/ The Bank Guarantee Fund,
  - 6/ financial institutions referred to in Article 4 (1)(26) of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012, hereinafter referred to as "Regulation No 575/2013",
  - 7/ investment firms referred to in Article 4 (1)(2) of Regulation No 575/2013 and recognised third-country investment firms referred to in Article 4 (1)(25) thereof,
  - 8/ persons and entities not identified by an entity included in the deposit guarantee system,
  - 9/ domestic and foreign insurance companies as well as domestic and foreign reinsurance companies referred to in the Act on insurance and reinsurance activity of 11 September 2015,
  - 10/ investment funds, investment fund companies, foreign funds, management companies and branches of investment fund companies referred to in the Act on Investment Funds and the Management of Alternative Investment Funds,
  - 11/ Open-end pension funds, employee pension funds, general pension societies and employee pension societies, referred to in the Act on Organisation and Operation of Pension Funds of 28 August 1997,
  - 12/ local government units,
  - 13/ bodies of public authorities of a member state other than the Republic of Poland and a third country, in particular central and regional governments as well as local government units of these countries.

## Article 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.

## Article 72

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.

## Article 73

The regulations on the variable elements, in particular, such as interest rates, dates of fulfilment of Customer's orders 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.

## Article 74

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).

## Article 75

1. The Bank acts as the personal data controller of the Customer and the Customer's representatives.
2. In order to conclude and perform the Agreement, the Bank processes personal data of the Customer and the Customer's representatives. The provision of personal data is necessary for the conclusion and performance of the Agreement.
3. The Bank processes personal data of the Customer and the Customer's representatives also:
  - 1/ for the purposes of banking operations, i.e. for statistical and analytical purposes, for the purposes of assessing and monitoring operational risk, handling complaints, asserting claims, preventing frauds, performing obligations arising from the applicable law, in particular AML, FATCA, CRS, MIFID, and archiving,
  - 2/ in order to provide the Customer with marketing materials promoting the services and products of the Bank and subsidiaries of the Bank's Group. A list of mBank Group subsidiaries is available on the official website of mBank Group.

4. The Bank processes personal data of the Customer and the Customer's representatives for a period necessary to conclude and perform the Agreement, and then for a period of ten years from the termination date of the Agreement or for another period being the prescription period for potential claims. After the lapse of the above time limits, the Bank anonymises the personal data.
5. The Customer and the Customer's representatives:
  - 1/ have the right to access and correct their data, as well as to transfer them; and
  - 2/ may demand that the data be erased or that their processing be restricted, or may object to their processing.
6. The function of the Personal Data Protection Officer is held by a Bank employee who may be contacted at the following e-mail address: [Inspektordanychosobowych@mbank.pl](mailto:Inspektordanychosobowych@mbank.pl).
7. Detailed information concerning the principles and procedure for processing personal data by the Bank is specified in the GDPR package available on [www.mbank.pl/pdf/rodo/gdpr-package.pdf](http://www.mbank.pl/pdf/rodo/gdpr-package.pdf).
8. The President of the Personal Data Protection Office acts as the supervisory authority in terms of personal data protection and the Customer and the Customer's representatives have the right to lodge a complaint to the President of the Personal Data Protection Office.

#### **Article 76**

1. The Bank announces that:
  - 1/ execution of foreign transfers via SWIFT (Society for Worldwide Interbank Financial Telecommunications) may result in the government of the United States of America having access to the personal data of the Customer and the Customer's representatives. The US authorities have undertaken to use the personal data only for the purpose of counteracting terrorism, respecting the guarantees provided for in the European system of personal data protection,
  - 2/ data, including personal data, of the Customer and the Customer's representatives, may be disclosed to entities entrusted by the Bank with data processing for the purpose of the performance of agreements on rendering services for the benefit of the Bank.
2. The Bank has the right to provide data on liabilities arising from the Agreement, including the Customer's personal data, to:
  - 1/ System Bankowy Rejestr (Banking Register System, "BR") – a database for which the Polish Bank Association with its registered office in Warsaw acts as the data controller, operating pursuant to the Banking Law Act of 29 August 1997,
  - 2/ Biuro Informacji Kredytowej S.A. (Credit Information Bureau, "BIK") with its registered office in Warsaw, operating pursuant to the Banking Law Act of 29 August 1997,
  - 3/ business information bureaus operating under the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010, if:
    - a/ the overall amount of liabilities to the Bank is at least PLN 500,
    - b/ the payment or payments are at least 30 days past due,
    - c/ at least one month has passed since the Bank transmitting the data and being the creditor sent a request for payment, warning the Customer of its intention to transmit the data to a bureau, including the bureau's registered business name and address of its registered office, by registered mail to the correspondence address specified by the Customer, and if the Customer has not specified such an address, to the address of the Customer's registered office.
3. The Customer's data, including personal data, collected in BR and BIK may be disclosed to:
  - 1/ other banks,
  - 2/ financial institutions operating as subsidiaries of banks within the meaning of the Banking Law Act of 29 August 1997,
  - 3/ other entities authorised on a statutory basis – on the terms and conditions specified in the Banking Law Act of 29 August 1997,
  - 4/ business information bureaus operating under the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010, within the scope and on the terms specified therein.

#### **Article 77**

1. The Customer may file a complaint in connection with the provision of services by the Bank under the Agreement.
2. The complaints may be filed with every organisational unit of the Bank providing customer service. The list of organisational units of the Bank together with their addresses is published on mBank Group's website.
3. Complaints may be filed in writing, verbally – by phone or in person during a meeting with the Bank's employee or electronically, in particular through the electronic banking system mBank CompanyNet.
4. Each complaint should contain a detailed description of the event giving rise to reservations, the Customer's expectations regarding the way of solving the complaint, bank account number and name as well as the REGON number of the Customer and data of the person filing the complaint (first name, last name, phone number and e-mail address).
5. The Bank handles complaints forthwith, as soon as possible; however, the time limit for handling a complaint and providing an answer should not exceed 15 business days for the Bank from the date of receipt of the complaint by the Bank. In particularly complex cases which make it impossible to handle a complaint and provide an answer within the time limit stated in the previous sentence, it is admissible to extend the deadline to handle a complaint and to provide an answer by a maximum of 35 business days for the Bank, and the Bank needs to notify the Customer thereof.
6. Having handled the complaint, the Bank notifies the Customer of the result of the complaint proceedings. Answers to complaints should be provided in writing or with the use of other durable medium.
7. In the event when the claims arising from the complaint are not acknowledged, the Customer may ask the Bank for reconsideration of the complaint within 14 days from the date of receipt of the answer to the complaint. The request should be made in writing. The request should contain the data referred to in paragraph 4.
8. Provisions of paragraphs 1-7 do not limit the Customer's right to pursue claims against the Bank under the generally applicable law.
9. The Bank's operations are supervised by the Polish Financial Supervision Authority.
10. Provisions of paragraphs 1-8 do not prejudice the Customer's complaint rights referred to in Chapter 14 of the Rules "Bank statements and balance confirmation".

#### **Article 78**

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.

#### **Article 79**

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, April 2020

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## 1. General Provisions

### § 80

In this part of the Regulations, we describe the conditions on which:

- 1/ we provide access to mBank CompanyNet (electronic banking service),
- 2/ Customers execute orders in the mBank CompanyNet system.

### § 81

This is the list of terms that we use in the Regulations. They mean:

	a natural person specified by the Customer in the Agreement. Such person can: a/ manage authorisations of the mBank CompanyNet system users on behalf of the Customer to submit orders and electronic documents (including granting, changing or revoking authorisations), b/ obtain information concerning the performance of the Agreement, c/ be a user of the mBank CompanyNet system. All provisions of the Regulations referring to the mBank CompanyNet system users should be applied accordingly to administrators. Statements submitted and authorised by administrators in the mBank CompanyNet system with a token or electronic signature are statements submitted in electronic form in accordance with Article 7 of the Act of 29 August 1997 – the Banking Law,
<b>1/ administrator (controller)</b>	
<b>2/ IP address</b>	ID assigned by the supplier of the Internet services to the computer or a device used by the Customer to log into the Bank's electronic banking system,
<b>3/ alias</b>	a series of characters allocated to a user or administrator, as defined by the Customer. Based on an alias, we identify a user or administrator in the mBank CompanyNet system,
<b>4/ mobile application</b>	a software application which makes it possible to access the mBank CompanyNet system through a mobile device. We publish detailed information concerning the mobile application on the Bank's website at the address <a href="http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/">www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/</a> ,
<b>5/ Bank</b>	mBank S.A.; in these Regulations, we also use terms such as "we" (e.g., "we maintain", "we accept", "we modify") in relation to the Bank,
<b>6/ whitelist</b>	a list of accounts of entities registered as VAT payers, unregistered entities, and entities removed and re-entered in the VAT register. It is maintained electronically by the Head of the National Revenue Administration in accordance with the Act of 12 April 2019 on Amendments to the Goods and Services Tax Act and Certain Other Acts,
<b>7/ certificate</b>	a certificate for electronic signature referred to in Regulation No. 910/2014, in particular a qualified certificate for electronic signature, referred to in Regulation No. 910/2014; the certificate complies with the requirement laid down in the Payment Services Act to implement the Strong Customer Authentication mechanism in the Bank,
<b>8/ Contact Centre</b>	the Bank's telephone Customer service centre (phone number 801 273 273 (total cost of call – one impulse) or (22) 627 32 73 (fee for the call according to the operator's tariff)). We reserve the right to change these telephone numbers, and such change does not constitute a change of these Regulations,
<b>9/ electronic document</b>	the Customer's statement of intent relating to the performance of banking activities, authorised by the user or users of the mBank CompanyNet system with a token or electronic signature, in accordance with the authorisation 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 or the Customer's statement of knowledge authorised by a user or users with a token or electronic signature, in accordance with the authorisation rules defined by the Customer in appendices, submitted in electronic form,
<b>10/ business day</b>	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,
<b>11/ non-business day</b>	a day other than a business day,
<b>12/ Contact Centre ID</b>	a unique series of characters assigned automatically by us to a user or administrator, which enables us to identify a user or administrator by phone,
<b>13/ IBAN ID</b>	the International Bank Account Number used for cross-border settlements specified in the Order of the President of the National Bank of Poland no. 7/2017 dated 20 February 2017 on the method of numbering bank accounts managed by banks,
<b>14/ NRB ID</b>	the Bank Account Number used for domestic settlements specified in the Order of the President of the National Bank of Poland no. 7/2017 dated 20 February 2017 on the method of numbering bank accounts managed by banks,
<b>15/ permanent ID</b>	a unique series of characters defined automatically by us, allocated to a user or administrator, which is used for their identification in the mBank CompanyNet system,
<b>16/ temporary ID</b>	an identifier sent by us to a user or administrator to the e-mail address indicated in the configuration documents of the mBank CompanyNet system. The temporary identifier is used to activate the Mobile Authorisation service and is valid for 5 days after we send it to a user or administrator,

<b>17/ Customer</b>	entrepreneurs, legal persons, organisational units without legal personality but with legal capacity that have signed a Bank Account Agreement with the Bank,
<b>18/ activation code</b>	a one-off code used for activation of the Mobile Authorisation service or another tool of the token type, sent by us to a user or administrator to the phone number indicated in configuration documents of the mBank CompanyNet system,
<b>19/ Contact Centre PIN code</b>	a series of characters defined automatically by us, allocated to a user or administrator, which enables us to identify a user or administrator by phone,
<b>20/ Mobile Authorisation</b>	a service which enables authentication of users or administrators as well as authorisation of orders and other instructions placed in the mBank CompanyNet system,
<b>21/ PIN code for Mobile Authorisation</b>	a confidential series of digits set by a user or administrator to start the Mobile Authorisation service,
<b>22/ branch</b>	an organisational unit of the Bank,
<b>23/ optional module or transaction platform</b>	an additional and functionally separated part of the mBank CompanyNet system. It may be a bank product or a function of the mBank CompanyNet system linked to a bank product. In particular, it includes the following modules: Cash module, Cards module, Trade finance module, FX platform, Liquidity module, Business news module, Custody module, Developer Escrow Accounts module and Archive module,
<b>24/ Postal Operator</b>	an enterprise executing postal orders, in particular Poczta Polska Spółka Akcyjna,
<b>25/ person authorised to collect tokens</b>	the natural person specified by the Customer in the Agreement, authorised to collect tokens for and on behalf of the Customer,
<b>26/ electronic mail</b>	a service used to send text messages, provided by electronic means pursuant to the Act on the performance of services by electronic means,
<b>27/ electronic signature</b>	an electronic signature referred to in Regulation No. 910/2014, in particular a qualified electronic signature, referred to in Regulation No. 910/2014,
<b>28/ authorisation message</b>	a message displayed in the mobile application with details of an order placed by a user or administrator. A user or administrator may accept or reject the authorisation message,
<b>29/ Regulations</b>	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",
<b>30/ the Bank's website</b>	the online service of the mBank Group located on the Bank's server at www.mbank.pl; we also use the term "our website";
<b>31/ Parties</b>	the Bank and the Customer,
<b>32/ the BRESOK system</b>	the Electronic Customer Service System BRESOK of mBank S.A.,
<b>33/ the mBank CompanyNet system</b>	an online 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,
<b>34/ Tariff</b>	Tariff of banking fees and commissions of mBank for SME and Corporates; Chapter I of the Tariff (Bank Account Maintenance and Service) is an integral part of the Agreement,
<b>35/ token</b>	a cryptographic tool in the form of a standard token (ActiveIDentity) generating one-off passwords or a different tool in the form of a hardware token or a software token (Mobile Authorisation), which enables authentication of users or administrators as well as authorisation of orders and other instructions placed in the mBank CompanyNet system. The token complies with the requirement laid down in the Payment Services Act for us to implement the Strong Customer Authentication mechanism,
<b>36/ Transactions</b>	the following transactions: term deposits, spot foreign exchange transactions and Financial Market Transactions. The Customer concludes (also changes or terminates) them with the Bank by phone or electronically based on a relevant agreement (in particular the Agreement and the Framework Agreement),
<b>37/ Financial Market Transactions</b>	transactions (forward transactions) referred to in Article 5 (2) (4) of the Act of 29 August 1997 – the Banking Law. The Customer concludes (also changes or terminates) them with the Bank by phone or electronically based on a relevant agreement (in particular the Agreement and the Framework Agreement),
<b>38/ Agreement</b>	an integrated bank account agreement concluded between the Bank and the Customer under the applicable Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A.; conclusion of the Agreement is tantamount to the provision by the Bank of the payment instrument referred to in the Payment Services Act,
<b>39/ Framework Agreement</b>	a framework agreement for financial market transactions or the Framework Agreement on the Rules for Handling Financial Market Transactions. The Customer concludes it with the Bank in order to conclude Transactions,
<b>40/ unique mobile device ID</b>	a number generated by us based on the identification data of a mobile device,

<b>41/ Simplified process</b>	the simplified configuration process of mBank CompanyNet system parameters. It includes the indication of persons authorised to represent the Customer (and acting in line with the Customer's rules of representation) as mBank CompanyNet system administrators and users together with the right to appoint further administrators,
<b>42/ mobile device</b>	a portable device (a smartphone or a tablet) with access to the Internet and equipped with an operating system, in line with the requirements published on our websites at <a href="http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/">www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/</a> ,
<b>43/ Payment Services Act</b>	the Act of 19 August 2011 on payment services,
<b>44/ (mBank CompanyNet system) user</b>	a natural person authorised to use the mBank CompanyNet system for and on behalf of the Customer. Such person is designated by the Customer in the Agreement or by the administrator. Users may in particular: <ul style="list-style-type: none"> <li>a/ submit orders and electronic documents in the mBank CompanyNet system,</li> <li>b/ single-handedly conclude, change and terminate Transactions (by phone or electronically),</li> <li>c/ make and receive statements of intent and knowledge required for Financial Market Transactions,</li> </ul>
<b>45/ appendix</b>	each of the configuration documents of the mBank CompanyNet system. On that basis, we set up the rights of the Customers, administrators and users. Appendices constitute an integral part of the Agreement,
<b>46/ order</b>	an order submitted by the Customer to effect financial settlements through the agency of the Bank or another service ordered by the Customer electronically with the use of the mBank CompanyNet system. Orders include in particular: domestic transfer order (in PLN or a foreign currency), including Express Elixir instant transfer (in PLN), Blue Cash instant transfer (in PLN) and transfer to a contribution account assigned by the Polish Social Insurance Institution (ZUS), international money transfer in PLN or in a foreign currency (including SEPA and EuroEkspres transfer), money transfer to the account of a tax authority (tax transfer); transfers to the account of a customs authority can also be executed with the use of the tax transfer form, an instruction to execute a postal order (postal order), an order to set up, change the terms of or cancel a term deposit, disbursement of a loan order, repayment of a loan order, an order for mass domestic transfer (Mass Payment or Mass Payment Plus), direct debit, Qlips order, conclusion, change and termination of a Transaction.

## § 82

1. Customers who wish to use the mBank CompanyNet system need to have:
  - 1/ a PC with MS Windows (7, 8, 8.1, 10),
  - 2/ the Internet,
  - 3/ a web browser with an activated TLS: Internet Explorer, Edge, Firefox, Chrome.
2. Required browser versions

Browser	Version
Internet Explorer	11.0 or higher (note: in Modern UI mode, in Internet Explorer 11, Windows systems 8, 8.1 and 10, certificates for electronic signatures are not supported)
Edge	updates released by the producer (note: certificates are not supported by this browser)
Firefox	current main stable version (or two earlier main versions)
Chrome	current main stable version (or two previous main versions, a plug-in may be required to use certificates)

3. The mBank CompanyNet system is also available on mobile devices (e.g., a smartphone or a tablet). The technical requirements are described on our website: [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/).

## § 83

1. We execute the Customer's orders referred to in § 81 point 46 solely under the terms and in the scope set forth in these Regulations. The only exception is where these Regulations provide that specific regulations apply, and specifically regulations referred to in provisions regarding the execution of orders with the use of optional modules or transaction platforms.
2. The provision of optional modules or transaction platforms by the Bank or the commencement of execution of the Customer's orders by the Bank with the use of optional 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. If the provisions of these Regulations are in conflict with any of the regulations referred to in paragraph 1, the provisions of such regulations apply.
4. The provisions of the Agreement referred to in § 81 point 38 apply to orders to set up, change the terms of or cancel a term deposit, and to conclude spot foreign exchange transactions. Provisions of other agreements (in particular the Framework Agreement referred to in § 81 point 39 or a bank account agreement) do not apply, with the proviso that the provisions of the Framework Agreement regarding users' authorisation to conclude Transactions under the Agreement remain in force.
5. The provisions of the Framework Agreement apply to orders to conclude, change or terminate Financial Market Transactions referred to in § 81 point 37. The provisions of the Agreement do not apply, with the proviso that the provisions of the Agreement regarding users' authorisation to conclude Financial Market Transactions under the Framework Agreement remain in force.

## 2. Principles of Providing the mBank CompanyNet System

### § 84

We provide the mBank CompanyNet system to the Customer who:

- 1/ signs the Agreement with the Bank,
- 2/ fulfils the requirements set forth in these Regulations.

## § 85

1. The Agreement is a framework agreement within the meaning of provisions of the Payment Services Act.
2. The following provisions do not apply to the payment services provided by us under the Agreement:
  - 1/ Chapter II of the Payment Services Act of 19 August 2011 (except for Article 32a),
  - 2/ Article 34, Articles 35-37, Article 40 (3)-(4), Article 45, Article 46 (2)-(5), Article 47, Article 48, Article 51, and Articles 144-146 of the Payment Services Act of 19 August 2011, or
  - 3/ other laws which amend the provisions referred to in points 1 or 2, if admissible.

## § 86

1. To set the configuration parameters of the mBank CompanyNet system, the Customer should sign and submit appendices to the Bank and the Bank should approve them. We grant approval by entering the configuration parameters into the mBank CompanyNet system.
2. Subject to paragraphs 3 and 8, the Customer submits the signed Customer's Access Rights Card together with all the required appendices to us, and specifically:
  - 1/ the mBank CompanyNet System User Card, for each mBank CompanyNet system user. It is possible to simultaneously allocate identical rights to multiple users on the basis of a single mBank CompanyNet System User Card,
  - 2/ the Authorisation Scheme Card,
  - 3/ the Account Authorisation Limit Card if the Customer wishes to define separate authorisation limits for the individual accounts made available in the mBank CompanyNet system,
  - 4/ the Identity Card including information about processing of personal data for each user who is granted rights by the Customer under the mBank CompanyNet System User Card to authorise orders or to use the FX platform; personal data of mBank CompanyNet system users named in the Identity Card may be confirmed electronically via the Bank's electronic banking systems after we provide the necessary functionality in the electronic banking systems and on the terms and conditions defined by the Bank,
  - 5/ the Application for purchase of a certificate in the mBank CompanyNet system for users of mBank CompanyNet using the certificates service in the mBank CompanyNet system.
3. The Customer may configure the mBank CompanyNet system parameters. To do so, the Customer may use the Simplified process referred to in § 81 point 4.1. In such a case, to properly configure the mBank CompanyNet system parameters, the Customer is required, subject to paragraph 8, to submit the following appendices:
  - 1/ the mBank CompanyNet System Customer's Access Rights Card, Simplified process for persons authorised to represent the Customer and acting in line with the Customer's rules of representation; such persons are granted the rights to manage the authorisations of users on behalf and for the benefit of the Customer, submit orders and electronic documents, single-handedly conclude, change and terminate Transactions (by phone or electronically), make statements of intent and knowledge required for Financial Market Transactions in mBank CompanyNet system and appoint further administrators,
  - 2/ the ID Card together with information on processing of personal data for each mBank CompanyNet system user (or the user's confirmation of data according to the second sentence of § 86 paragraph 2 point 4 sent. 2) and administrator whom the Customer has granted, in line with the Simplified process, the rights to authorise orders or use the FX platform.In the case of a change of the persons authorised to represent the Customer or of the rules of representation of a Customer who uses the Simplified process, the Customer should update the data contained in the mBank CompanyNet System Customer's Access Rights Card, Simplified process.

If the Customer does not want to configure the mBank CompanyNet system parameters with the use of the Simplified process, the provisions of paragraph 2 apply.
4. Appendices become an integral part of the Agreement upon our approval. On that basis, we configure the mBank CompanyNet system.
5. The Customer has full liability for the authority it grants to users. We are not liable for any damage caused by a user acting in line with the authority granted by the Customer.
6. Users authorised to conclude Transactions electronically may also conclude Transactions by phone.
7. If the access rights of a user defined in multiple appendices are different or contradictory, the Bank accepts as binding those appendices which are submitted by the Customer with the latest date. If the contradictory appendices have been submitted at the same date, we refuse their acceptance and return the cards to the Customer.
8. The Customer may submit appendices and other documents relating to banking activities electronically after the functionality is made available in the mBank CompanyNet system and on the terms and conditions defined by the Bank.
9. The Customer may authorise a user to submit statements of intent/knowledge or to carry out factual actions contained in the electronic documents (forms) on behalf of the Customer, an updated list of which is published on our website at: [www.mbank.pl/pomoc/dokumenty/msp-korporacje/bankowosc-elektroniczna/mbank-companynet/](http://www.mbank.pl/pomoc/dokumenty/msp-korporacje/bankowosc-elektroniczna/mbank-companynet/), and to accept statements related to these documents. The authorisation may be granted:
  - 1/ by the Customer in the mBank CompanyNet System User Card, or
  - 2/ by administrator in the mBank CompanyNet system.
10. When the Customer authorises a user in line with paragraph 9:
  - 1/ it grants the power of attorney to submit statements of intent in writing with regard to legal acts,
  - 2/ it authorises the user to submit statements of knowledge and to carry out factual actions,
  - 3/ it grants the power of attorney to accept statements arising from electronic documents (forms) referred to in paragraph 9.The power of attorney/authorisation concerns all electronic documents (forms), an updated list of which is published on our website at: [www.mbank.pl/pomoc/dokumenty/msp-korporacje/bankowosc-elektroniczna/mbank-companynet/](http://www.mbank.pl/pomoc/dokumenty/msp-korporacje/bankowosc-elektroniczna/mbank-companynet/).
11. We inform the Customer about changes to the list of electronic documents referred to in paragraph 9 with a notice of 30 days before a given change is introduced. The information is provided to the Customer on the mBank CompanyNet system login page.
12. From the date of providing the Customer with the information referred to in paragraph 11, the Customer may modify or revoke the authorisations of a given mBank CompanyNet user to submit electronic documents (forms) referred to in paragraph 9 and accept statements connected with such documents:
  - 1/ by modifying the mBank CompanyNet System User Card, or
  - 2/ through the administrator.
13. The Customer acknowledges that we may make the processing of an application contained in an electronic document (form) dependent on previous confirmation that the change applied for by the Customer has been registered in an official Polish register publicly available by electronic means (e.g. CEiDG, KRS).
14. The Bank accepts electronic documents submitted by the Customer and submits its statement signed with:
  - 1/ an electronic signature (in particular, a qualified electronic signature), or
  - 2/ a handwritten signature.
15. The electronic document and the Bank's statement signed with an electronic signature referred to in paragraph 14 may constitute documents relating to banking operations, issued on electronic media based on Article 7 of the Act of 29 August 1997 – the Banking Law.

## § 87

During the term of the Agreement:

- 1/ the Customer may change the system configuration parameters – in writing under the pain of nullity,
- 2/ we may change the specimens of system configuration documents. The Customer is informed of any such change and is required to use solely the new specimens.

## § 88

1. The Customer may use a notification service informing about refusal to execute orders submitted by users in the mBank CompanyNet system.
2. In the application, the Customer specifies the language of notifications and the fax number. The Customer may also change service parameters using the application form during the term of the Agreement.
3. Notifications contain:
  - 1/ the numbers of the Customer's bank accounts which the Bank refused to debit,
  - 2/ the number of orders we refused to execute,
  - 3/ information allowing the Customer to identify orders we refused to execute,
  - 4/ reasons for the refusal.
4. The notifications contain no information allowing third parties to identify the Customer or the beneficiary of the orders.
5. The Bank charges fees for the service in accordance with the Tariff.
6. We send notifications:
  - 1/ at least every fifteen minutes,
  - 2/ in the form of a summary information (all refused orders within the last fifteen minutes).
7. The Customer may cancel the service during the term of the Agreement. We deactivate the service within one month following the day when the Customer submits the cancellation statement.

## § 89

1. The Customer may use the mBank Company Mobile service, i.e., the mBank CompanyNet system for mobile devices.
2. The Customer may cancel the service and reactivate it at any time:
  - 1/ in the mBank CompanyNet system – the administrator (de)activates it,
  - 2/ at a branch – we (de)activate the service no later than the business day after the date when the Customer submits a written statement.
3. To use the mBank CompanyMobile service, the Customer should:
  - 1/ download the application from an on-line shop (Google Play, AppStore),
  - 2/ activate it in line with the rules published on our website,
  - 3/ log in with the token or mobile password.
4. The user may activate Mobile Authorisation on one mobile device only. To change the mobile device, the user must activate the service on the new device.

### Mobile Authorisation

#### How to start it?

The Customer enters the data of the service user:

- 1/ e-mail address to which we send the temporary ID,
- 2/ mobile phone number to which we send the activation code.



#### How to activate it?

1. The application guides the user step by step.
2. The user who completes the activation receives the permanent ID and a confirmation in the mobile application.



#### How to use it?

The user uses Mobile Authorisation to authorise or reject orders and other instructions as follows:

- 1/ the user logs in into the application with the PIN code,
- 2/ the user checks that the order details in the authorisation notification are correct,
- 3/ the user accepts or rejects the order.

Order rejection messages are displayed in the mBank CompanyNet system and the mobile application.

5. The Mobile Authorisation service is provided for a fee according to the Tariff. We charge the fee if the Customer has at least one mobile device registered and activated in the mBank CompanyNet system.

## § 90

1. The Customer may integrate its own financial and accounting system with mBank CompanyNet by means of the mBank CompanyConnect service (in the Partner version).
2. The scope of features available in the mBank CompanyConnect service depends on the Customer's financial and accounting system software. We publish the list of producers of software, systems and versions with mBank's certificates on our website (Electronic Banking -> Integration).
3. We provide the mBank CompanyConnect service (in the Partner version) if:
  - 1/ the service is activated by an administrator in the mBank CompanyNet system or
  - 2/ the Customer submits an instruction to activate/deactivate the service, or
  - 3/ the Customer concludes an annex to the Agreement.
4. mBank CompanyConnect requires:
  - 1/ a computer connected to the Internet (configuration according to the requirements of the financial and accounting system),
  - 2/ financial and accounting system software,
  - 3/ a module to use mBank CompanyConnect (in the Partner version), if the Customer's financial and accounting system software has no such function.
5. We charge fees and even if the Customer fails to meet the hardware requirements defined in paragraph 4. The conditions of service deactivation are described in paragraph 8.
6. The Customer needs a token or electronic signature to connect with the Bank.
7. We require the Customer who uses the mBank CompanyConnect service (in the Partner version):
  - 1/ to use the financial and accounting system software recommended by the software's producer (including the service module),
  - 2/ to protect the software and files sent to and from the Bank with due diligence (the latest version of anti-virus, firewall, anti-spyware software, etc.).
8. The Customer may cancel the mBank CompanyConnect service (in the Partner version) at any time. In order to do so:
  - 1/ the administrator deactivates the service in the mBank CompanyNet system, or



- 2/ the Customer submits an instruction to deactivate the service to the Bank, or
  - 3/ the Customer terminates the annex.
9. Other provisions concerning mBank CompanyConnect services offered by the Bank apply to the extent not governed by the Regulations.

### § 91

1. We provide the API service (full name: mBank API), which is an additional access channel to the mBank CompanyNet system.
2. API is available to the Customer holding a permit issued by the competent authority within the meaning of the Payment Services Act. That includes the following service providers:
  - 1/ payment initiation service providers, or
  - 2/ account information service providers, or
  - 3/ card issuer service providers who provide the service of confirmation of availability of funds.
3. The Customer who uses API may grant the Bank its consent via the mBank CompanyNet system to provide:
  - 1/ the payment initiation service,
  - 2/ the account information service,
  - 3/ the confirmation of availability of funds in a payment account necessary to carry out a payment transaction.
4. We charge a monthly fee for the API service according to the Tariff.
5. The Customer may cancel the API service or any service provided under the API service at any time.

## 3. Identification of Users

### § 92

1. We provide each user or administrator with:
  - 1/ a permanent ID
  - 2/ a Contact Centre ID and Contact Centre PIN (optional).The user and administrator may define an alias.
2. We may also identify users in another manner agreed individually in the Agreement.
3. Users authorise orders in the mBank CompanyNet system with tokens or electronic signatures. We agree the number of tokens, the token delivery method and the person authorised to collect tokens with the Customer.

### § 93

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

## 4. Security of the mBank CompanyNet System

### § 94

1. We identify the Customer in the mBank CompanyNet system with a permanent ID (or an alias), while his authentication is based on:
  - 1/ an access password, or
  - 2/ a one-time password, or
  - 3/ an authorisation message generated with a token or certificate.
2. If the Customer uses the system via a mobile device, we additionally identify the Customer with the unique ID of the mobile device.
3. During a telephone conversation, we may identify the Customer with the Contact Centre ID, while his authentication is based on the Contact Centre PIN.

### § 95

1. The Customer is required to use all electronic banking devices, including mobile devices, securely and in particular:
  - 1/ use the appropriate software,
  - 2/ secure and not provide to unauthorised persons:
    - a/ the permanent and temporary IDs, aliases, activation codes, access passwords, tokens, passwords for certificates, PIN codes, Contact Centre IDs,
    - b/ electronic banking devices, including mobile devices.
2. We describe the security rules on our website at [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/bezpieczenstwo/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/bezpieczenstwo/).
3. The Customer is liable for incorrect operation of electronic banking devices, including mobile devices, if malicious software is installed on those devices.
4. Any computer, phone or another mobile device used by the Customer for electronic banking cannot have any applications and other mechanisms that save identifiers, aliases, passwords or PIN codes.

### § 96

1. If a token or certificate is lost, stolen, appropriated or used in an unauthorised manner, the Customer is required to:
  - 1/ notify us as soon as possible by telephone or by electronic mail in the mBank CompanyNet system. Based on the notification, we block access to the banking system,
  - 2/ confirm it as soon as possible in writing at a branch. Based on the confirmation, we issue a new token to the Customer.
2. We block a token or certificate:
  - 1/ for justified reasons related to security of the mBank CompanyNet system,
  - 2/ due to suspected unauthorised use of the mBank CompanyNet system or intentional action leading to an unauthorised payment transaction.In those cases, we inform the Customer immediately of the blocking of the token or certificate.
3. We may also temporarily restrict access to accounts or funds deposited in accounts for security reasons.
4. We notify the Customer of freezing accounts or funds by email or phone unless it is impossible or unadvisable for security or regulatory reasons.

### § 97

1. We unblock the token or deliver a new token (according to the Customer's instruction) if the reasons for maintaining the blockade cease to exist.
2. If the Customer requests unblocking of a blocked token in any form other than in writing, we unblock the token or issue a new token only when we get the notification in writing.
3. We remove the restrictions on accounts or funds as soon as possible after the reasons for their imposition cease to exist.



## § 98

1. The Customer is required to notify us as soon as possible about loss, theft, appropriation or unauthorised use of the mobile device:
  - 1/ by calling the Contact Center
  - 2/ in the mBank CompanyNet system while personally deactivating the mobile device.
2. We may block access to the mBank CompanyNet system via a mobile device:
  - 1/ if we have justified reasons which are connected to the security of the mBank CompanyNet system,
  - 2/ if we suspect unauthorised use of the mBank CompanyNet system or intentional action leading to unauthorised payment transaction. If Mobile Authorisation is active on the device, it is also blocked.
3. We notify the Customer as soon as possible that access to the mBank CompanyNet system via a mobile device is blocked.

## § 99

1. We verify the IP addresses of devices by means of which the Customer connects with us. In particular, we use the lists of IP addresses which pose a potential threat to the Bank's or the Customer's security. These could be IP addresses used for:
  - 1/ phishing, sending spam, or
  - 2/ other purposes contrary to the law.
2. We block the IP address used by the Customer in the manner described above and inform the Customer thereof if it cannot connect with the mBank CompanyNet system.
3. We unblock a blocked IP address within a month once the Customer has verified the IP address, eliminated the threat referred to in paragraph 1 and informed us in writing that the problem was fixed.

## § 100

1. If we suspect that an order has been placed as a result of fraud or abuse, we may suspend the execution of the order or refuse to execute the order; that is not a breach of the Agreement by the Bank. We execute a suspended order when we confirm the order by phone with the mBank CompanyNet system user entitled to authorise orders.
2. The Customer declares that the data of users provided in the mBank CompanyNet System User Card and in the Identity Card together with information on processing of personal data (or confirmed by the user according to the second sentence of § 86 paragraph 2 point 4 sent. 2), including phone numbers and e-mail addresses, are valid. If any of the user data change, the Customer agrees to update the mBank CompanyNet System User Card and the Identity Card together with information on processing of personal data (or the user confirms the data according to the second sentence of § 86 paragraph 2 point 4 sent. 2). We accept no liability for damage caused by the Customer's failure to update its user data.

## § 101

1. We present the security rules and the Customer's obligations related thereto on our website at [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/bezpieczenstwo/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/bezpieczenstwo/) and on the mBank CompanyNet system login page.
2. The Customer agrees to review such information at least on a weekly basis.
3. The Customer is liable for any breach of the provisions of § 95-100 and paragraph 1, in particular for orders placed in connection with any breach of these provisions and the security rules referred to in § 95.

## 5. Rules for Execution of Orders Authorised with Electronic Signatures Verified with a Certificate

### § 102

1. The Customer may use electronic signatures in the mBank CompanyNet system. In that case, we identify the Customer with the permanent ID, while his authentication is based on an electronic signature.
2. Users may use electronic signatures along with or instead of tokens.
3. The Customer may obtain a certificate from a trust service provider (within the meaning of Regulation No. 910/2014; information concerning trust service providers is available on our website in the section dedicated to certificates):
  - 1/ directly, or
  - 2/ via our agency by filing an "Application for purchase of a certificate in mBank CompanyNet".
4. The Customer uses electronic signatures in the mBank CompanyNet system once the certificate is activated in the system, i.e.:
  - 1/ the Customer should submit a correctly completed mBank CompanyNet System User Card, and
  - 2/ register the certificate in the mBank CompanyNet system.
5. The Bank activates the certificate as soon as possible, no later than on the next business day after the day on which the user registers the certificate in the mBank CompanyNet system. We may refuse activation of a certificate which is not a qualified certificate for electronic signature within the meaning of Regulation No. 910/2014, without stating the reasons.
6. We may purchase a certificate for the Customer if the Customer provides such instructions in a correctly completed "Application for purchase of a certificate in mBank CompanyNet".
7. The Customer cannot register in the mBank CompanyNet system any certificates which include:
  - 1/ exclusively the alias of the person placing an electronic signature (without specifying such person's first name and surname), or
  - 2/ a limitation on the validity of the certificate, excluding its use under the Agreement.
8. A certificate used by the Customer must clearly identify the user who uses such certificate by means of the following data: first name, surname, PESEL. We accept no certificates that do not include such data.
9. Under the Agreement, we accept the highest transaction limit as specified in the content of the certificate.
10. The Customer is required to present at the Bank, whenever requested:
  - 1/ the certification policy under which the certificate was issued to the Customer,
  - 2/ the agreement on providing trust services concluded between the Customer and the trust service provider.
11. The Customer undertakes to secure:
  - 1/ data used to create the electronic signature, and
  - 2/ devices for electronic signature creation, being at its sole disposal against unauthorised access.
12. The Customer is responsible for any breach of the provisions of paragraph 7 and paragraph 11. In particular, the Customer is charged with transactions executed under orders placed in connection with a breach of those provisions.
13. We do not execute orders if:
  - 1/ the Customer signs the order with an electronic signature which has not been positively verified with a valid certificate,
  - 2/ the certificate is suspended (also after the suspension of the certificate has been revoked),
  - 3/ the certificate has been revoked.
14. We execute orders signed electronically as soon as possible after checking the electronic signature. The exception is where orders are time stamped (within the meaning of Regulation No. 910/2014) at the time of creating the electronic signature. In that case, the Bank executes the orders as soon as possible after they are time stamped by a trust service provider and the Bank checks the electronic signature.

15. In the case of orders placed with an electronic signature, we apply the order execution deadlines subject to the provisions of paragraph 14, unless the Agreement provides for different execution deadlines.
16. We are not liable for the operation of devices for electronic signature creation (within the meaning of Regulation No. 910/2014) that are at the sole disposal of the Customer.
17. The Customer acknowledges and accepts the fact that we do not accept notifications in matters concerning:
  - 1/ the operation of electronic signatures and the revocation or suspension of a certificate issued by a trust service provider to the Customer (within the meaning of Regulation No. 910/2014)
  - 2/ the operation of devices for electronic signature creation (within the meaning of Regulation No. 910/2014).
18. If any of the problems described above occur, the Customer should approach the trust service provider. We are liable exclusively for the correct operation of the mBank CompanyNet system.

## 6. Access to Bank Information and Electronic Documents

### § 103

1. The Customer agrees to read the Bank's banking information at least once a week.
2. We provide the Customer in the mBank CompanyNet system with the following information:
  - 1/ the account balance as at a given day and time,
  - 2/ transactions in bank accounts, (available within 2 years from the date of booking a transaction),
  - 3/ booked and rejected orders (available within 1 year from the date of executing or rejecting an order).
3. At the request of the Customer, we provide the Archive module when:
  - 1/ the administrator activates the service in the mBank CompanyNet system,
  - 2/ the Customer files a written statement with a branch. We execute the request on the next business day following the day when we receive the statement.
4. The Customer may cancel the Archive service at any time when:
  - 1/ the administrator deactivates the service in the mBank CompanyNet system,
  - 2/ the Customer files a written statement with a branch. We modify authorisations in the mBank CompanyNet system on the next business day following the day when we receive the statement.

If the Customer cancels the service, the Customer may activate it again.
5. We provide information in the Archive module concerning transactions in bank accounts of the Customer two years after booking them. We delete such information six years after they are booked in the Customer's account.
6. The Customer may define independently or in cooperation with us a shorter term after which information concerning balances and transactions in accounts is transferred to the Archive module. We delete information concerning booked and rejected orders from the Archive one year after the date of their execution or rejection.
7. We charge a fee for the Archive module according to the Tariff after the first archiving of transactions or orders.
8. We also provide the Customer in the mBank CompanyNet with other banking information, in particular reports and information in the Liquidity module.
9. The Customer has access in the Liquidity module to information concerning:
  - 1/ accounting and forecast balances,
  - 2/ total amount of orders submitted in the mBank CompanyNet system as at a given day, broken down by type or order,
  - 3/ other accounting events affecting the forecast balance, including data on deposits and loans,
  - 4/ events forecast by the Customer.
10. Documents containing banking information referred to in paragraph 2 and paragraph 5 do not substitute bank documents unless their contents provide otherwise.
11. We provide reports to the Customer for a limited period of time specified for a given report. If the Customer fails to download a report during such period of time, we charge additional fees for its later provision according to the Tariff.
12. The forecast balance is to be used solely for analytical purposes. We calculate it on the basis of:
  - 1/ booked items,
  - 2/ items to be executed in the future,
  - 3/ items resulting from the Customer's forecasts.
13. By default, we provide the Customer with the Business News module, i.e., latest domestic and world news other than banking information referred to in paragraphs 2 and 5. We may send notifications of new information available in the module by e-mail with the consent of the Customer. The e-mail address should be provided at [news.companynet.mbank.pl/mib/hn](mailto:news.companynet.mbank.pl/mib/hn) upon prior authentication.
14. The Customer may cancel the service in writing at a branch. We deactivate the service on the next business day after the day when we receive the statement.
15. We may reactivate the service if we receive a written statement of the Customer. The service is available on the next business day.
16. Information is available at [news.companynet.mbank.pl/mib/hn](http://news.companynet.mbank.pl/mib/hn), tagged as "PAP". That means that it 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 Warsaw. The service is subject to protection under the Act of 4 February 1994 on Copyright and Related Rights and the Act of 27 July 2001 on Database Protection. We use such information under a licence agreement. The users of [news.companynet.mbank.pl/mib/hn](http://news.companynet.mbank.pl/mib/hn) are prohibited from using the service in any way whatsoever save for the exceptions provided for in law, in particular permissible personal use.
17. The provisions of paragraph 16 apply accordingly to information available in the Business news module supplied by other providers.
18. The service is free of charge in the first three months; after that, we charge a fee according to the Tariff.
19. The Customer is exclusively liable for the method and results of using the information made available by us.
20. The Customer may log in to the Internet System for Managing the Factoring Agreement – Client Manager (Internetowy System Zarządzania Umową Faktoringu - Client Manager), which belongs to mFaktoring S.A., from the mBank CompanyNet system. The Customer uses it in accordance with the agreement concluded between the Customer and mFaktoring S.A. Logging out of the service does not result in being automatically logged out of the mBank CompanyNet system.

### § 104

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

## 7. General Principles of Execution of Orders

### § 105

1. The Customer authorises orders:
  - 1/ with a token,
  - 2/ with an electronic signature.
2. We only execute those orders which are properly authorised by users whom the Customer granted authorisation rights on the basis of the mBank CompanyNet System User Card and the Authorisation Scheme Card, and provided the Identity Card together with information on processing of personal data (or the user confirmed the data according to the second sentence of § 86 paragraph 2 point 4 sent. 2).

### § 106

1. We enable the Customer to cross-check a beneficiary's account against the whitelist using the flat file containing a list of VAT payers provided to the Bank by the Ministry of Finance.
2. If the Customer submits orders in the CompanyNet system tagged as requiring a cross-check of the beneficiary's account against the whitelist, we only execute such orders if the beneficiary's account is found on the list.
3. If the Customer wants to execute an order that we have rejected due to the fact that the beneficiary's account was not found on the whitelist, the Customer should submit the order again without the tag requiring a cross-check of the beneficiary's account against the whitelist.
4. We are not liable for:
  - 1/ the beneficiary's account missing from the whitelist and the order not being executed in accordance with paragraph 2,
  - 2/ executing the order to an account missing from the whitelist if the Customer does not order us to cross-check the account against the whitelist.

### § 107

1. The Customer may submit orders both on business days and on non-business days.
2. We deem a payment order to be received by the Bank when the Bank receives the Customer's order that is correctly filled in. However, if the Bank receives a payment order on a non-business day, it shall be deemed received by the Bank on the first business day thereafter.
3. If we receive a payment order after the cut-off time specified by the Bank, we deem it to be received by us, within the meaning of the Payment Services Act, on the next business day for the Bank.
4. We present detailed information concerning order execution in the Bank's operating rooms and on our website at [www.mbank.pl/informacje-dla-klienta/msp-korporacje/](http://www.mbank.pl/informacje-dla-klienta/msp-korporacje/).  
That includes the following information:
  - 1/ cut-off times,
  - 2/ order execution deadlines,
  - 3/ forms and methods applied by us to cash settlements.

### § 108

1. Subject to the provisions of § 107, the Customer may submit orders with a future execution date to the Bank.
2. If a future order execution date falls on a non-business day, we assume that we received the order on the first business day following the non-business day.

### § 109

1. We execute orders of the Customer denominated in the zloty or in a foreign currency included in the mBank S.A. Table of Exchange Rates.
2. If we have to convert the order amount, we use the exchange rate of the currency in the mBank S.A. Table of Exchange Rates at the time when the order is executed.
3. If we have to convert the amount of an order between accounts maintained within the Bank or a domestic transfer from an account with the Bank, the minimum amount of a single order should be at least 100 Japanese yens (JPY) or 100 Hungarian forints (HUF) or one monetary unit for other currencies, e.g. 1 zloty (PLN), or 1 euro (EUR).
4. Other agreements between the Customer and the Bank may provide other terms and conditions of the execution of orders in foreign currencies.

### § 110

1. An order submitted by the Customer is for the Bank, subject to the provisions of paragraphs 2 and 6, a final instruction binding on the Customer to charge the Customer's bank account maintained by the Bank and, excluding the instruction to execute a postal order, an order to credit the bank account specified in the content of the order.
2. We execute orders placed by the Customer with the tag "Awaiting funds" according to the Customer's instruction when funds are available in its account.
3. The maximum waiting time for funds is up to 9 business days.
4. The waiting time for funds for orders to open a deposit is limited by the cut-off time for accepting such orders for execution on the order execution day.
5. The Customer may change the waiting time for funds. Such change is effective upon introducing it for all orders which have not been processed by the Bank.
6. The Customer may cancel a submitted order up to the day preceding the order execution date inclusive. We may charge a fee for order cancellation according to the Tariff.
7. The Customer may withdraw an order awaiting funds no later than the time when funds which enable the execution of the properly placed order are present in its account.

### § 111

1. The Customer authorises us to debit its bank account with the amount of executed orders.
2. We debit the Customer's account when we execute an order unless other agreements between the Customer and the Bank provide otherwise.
3. At the time when the account is being debited, the Customer is required to have cash in its account in an amount at least equal to the order amount plus fees and commissions due for the order.

### § 112

1. We confirm the execution of orders with bank account statements pursuant to the Agreement.
2. Bank account statements contain in particular information concerning:
  - 1/ executed orders and resulting settlements,
  - 2/ charged fees and commissions.
3. We provide the Customer in the mBank CompanyNet system as soon as possible after the execution of an order with an electronic confirmation of its execution.
4. The Customer may also submit instructions other than orders referred to in § 81 point 46 (e.g., instruction to issue the confirmation of a bank transfer, complaint, etc.) by e-mail. Such instructions are available in the mBank CompanyNet system for maximum 180 days after the date on which the Bank accepts an instruction for execution.

### § 113

We are not liable for the loss, distortion or delay in the execution of an order arising for reasons beyond the Bank's control during the transmission of the order by means of any fixed line or wireless communication devices or for the effects of the execution of the Customer's order.

### § 114

We accept no liability for damage caused by circumstances beyond the Bank's control, in particular, force majeure or actions of public authorities.

### § 115

1. The provisions of § 105, § 107-108 and § 109 paragraph 1 do not apply to direct debits and the Qlips order (we execute them under other agreements) and orders executed in optional modules and transactional platforms (the terms of their execution are stipulated in separate regulations referred to in these Regulations).

2. The provisions of § 110 – § 112 do not apply to loan disbursement orders. We execute such orders on the terms defined in separate loan agreements to the extent not governed by the Agreement.

### § 116

The detailed conditions for the execution of orders to set up, change the terms of and cancel term deposits are contained in the following regulations, respectively:

- 1/ the Regulations for Integrated Bank Account Agreements,
- 2/ the "Description of Term Deposits" together with the "Rules of Cooperation for Financial Market Transactions" or the "Rules of Cooperation for Financial Market Transactions for institutional clients", or
- 3/ the "Regulations on PLN and FX Term Deposits for Institutional Clients" together with the "General Terms and Conditions of Cooperation with Clients in Financial Market Transactions".

## 8. Special Rules for Execution of Expres Elixir Instant PLN Transfers

### § 117

An Expres Elixir transfer is a domestic transfer executed in PLN from the Customer's bank account maintained in PLN to a beneficiary whose bank account is maintained by another entity which is a 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 maintained with mBank S.A.

### § 118

An Expres Elixir transfer order results in the execution of such transfer as soon as possible after the authorisation of the Expres Elixir order, provided that both the Bank and the entity which maintains the account of the beneficiary of the transfer are available at the same time in the Expres Elixir system.

### § 119

The following information is available in the domestic transfer order form in the mBank CompanyNet system:

- 1/ the hours of the Bank's availability in the Expres Elixir system,
- 2/ the up-to-date list and hours of availability of domestic banks which are participants of the Expres Elixir system.

### § 120

We publish the maximum amount of a single Expres Elixir transfer:

- 1/ on our website at [www.mbank.pl/informacje-dla-klienta/msp-korporacje/](http://www.mbank.pl/informacje-dla-klienta/msp-korporacje/), or
- 2/ in the Bank's operating rooms.

### § 121

From the moment of the authorisation of an order until the Customer's bank account is debited, we block cash in the Customer's account in the amount of the Expres Elixir transfer plus the transfer fee. The fee is defined in the Tariff.

### § 122

The Customer may cancel an Expres Elixir transfer authorised outside the hours of simultaneous availability of mBank S.A. (bank of the entity issuing the order) and the beneficiary's bank in the Expres Elixir system until the time of its execution.

## 9. Special Rules for Execution of Blue Cash Instant PLN Transfers

### § 123

A Blue Cash instant PLN transfer is a domestic PLN transfer:

- 1/ from the Customer's bank account in PLN,
- 2/ to the beneficiary's account maintained by another entity which is a participant of the Blue Cash Payment System (operated by Blue Media S.A.). Blue Cash transfers cannot be executed to bank accounts maintained with mBank S.A.

### § 124

The terms of execution of Blue Cash instant PLN transfers are the same as for Express Elixir instant transfers (described in Chapter 8), however, each time we make references to:

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

## 10. Special Rules for Execution of International Transfers

### § 125

The Bank executes international transfers with the following cost split options:

- 1/ SHA – fees and commissions are split respectively between the Customer (ordering party) and the beneficiary (the Customer pays the Bank's fees and commissions, and the beneficiary pays all other fees and commissions),
- 2/ OUR – fees and commissions are paid exclusively by the Customer (ordering party),
- 3/ BEN – fees and commissions are paid exclusively by the beneficiary. In this case, the Bank debits the Customer's (ordering party's) account with the full amount of the order and decreases the amount of the international transfer by the fees and commissions due to the Bank (which are paid by the beneficiary).

### § 126

1. Depending on the currency of the transaction and the Customer's selection, we execute international transfers using the following procedures:
  - 1/ STANDARD – order execution procedure with a 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 with a 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 with a 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 concerning the availability of transfer execution procedures depending on the currency is presented in the up-to-date Tariff.

## § 127

1. To ensure compliance of international orders with the provisions of the Payment Services Act, the Customer authorises the Bank to modify:
  - 1/ the STANDARD order execution procedure to URGENT,
  - 2/ the BEN or OUR cost option to SHA.This authorisation does not apply to transfers entered by the Customer into the mBank CompanyNet system in files signed with a certificate supported by the Bank.
2. If the BIC of the beneficiary's bank does not match the beneficiary's IBAN in a SEPA transfer order, the Customer authorises the Bank to generate the BIC of the beneficiary's bank on the basis of the provided beneficiary's IBAN.

## 11. Special Rules for Execution of Postal Orders

### § 128

The Customer may, in the mBank CompanyNet system, submit an instruction to execute a postal order in the territory of the Republic of Poland:

- 1/ a ("regular") postal order against receipt, delivered to the recipient's address, as per applicable regulations in that respect,
- 2/ a Poste Restante postal order, for which the Customer names a post office of the Postal Operator where the addressee collects the postal order. Poste Restante postal orders must contain:
  - a/ the first name and surname or the full name of the postal order addressee,
  - b/ the correct tag ("Poste Restante"),
  - c/ the postal number of the selected post office.

### § 129

1. The Postal Operator processes data of addressees of a postal order provided by the Customer.
2. The Postal Operator acting on the basis of the Act of 23 November 2012 – the Postal Law is required to keep postal secret, i.e. render the service in a manner which ensures secrecy of the data concerning:
  - 1/ entities using postal services, and
  - 2/ the scope of services rendered.
3. The exception is where the obligation to disclose such data arises from a decision of the court, a public administration body, or is connected with a legal obligation arising from a different basis.

### § 130

1. We provide the Customer with a confirmation of postal order execution, subject to the provisions of § 108 of these Regulations, upon receipt of the "Acknowledgement of receipt" slip of the postal order from the Postal Operator, signed by the recipient of the postal order, or return document. We provide the Customer with return confirmations of the "Acknowledgement of receipt" of sent postal orders in a return report. The report structure is described on our website at [www.mbank.pl/msp-korporacje/obsługa-biezaca/przelew-y-przekazy/przekaz-pocztowy/](http://www.mbank.pl/msp-korporacje/obsługa-biezaca/przelew-y-przekazy/przekaz-pocztowy/) or [www.mbank.pl/pomoc/info/msp-korporacje/struktury-plikow-wymiany-danych.html](http://www.mbank.pl/pomoc/info/msp-korporacje/struktury-plikow-wymiany-danych.html) under the file name "Struktura\_raportu\_przekazu\_pocztowego" (Postal\_order\_report\_structure).
2. We do not provide the Customer with documents of the acknowledgement of receipt in paper form. Such documents are filed at the Bank under separate regulations.
3. We may forward electronic images of the acknowledgement of receipt to the Customer if the Customer presents a signed "Instruction of granting the rights to use the website <https://pliki.mbank-co.pl/upload/> and images of the acknowledgement of receipt or under postal orders" and provided that the Customer agrees to pay costs connected with making such service available.
4. Electronic images of the acknowledgement of receipt of postal orders are made available on the website <https://pliki.mbank-co.pl/upload/> following the granting of consent and signing of the instruction referred to in paragraph 3.
5. We may make available to the Customer the original documents of the acknowledgement of receipt of a postal order. At the Customer's request, within 14 business days from receiving it, we deliver the original documents of the acknowledgement of receipt of a postal order at the address indicated by the Customer.
6. The services referred to in paragraphs 3-5 are subject to extra fees. The fees are defined in the Tariff or the Instruction of granting the rights to use the website <https://pliki.mbank-co.pl/upload/> and images of the acknowledgement of receipt or under postal orders.

### § 131

We charge a postal fee for the return of a postal order and we transfer that fee to the Postal Operator. We publish the current amount of the fee on our website at [www.mbank.pl/msp-korporacje/obsługa-biezaca/przelew-y-przekazy/przekaz-pocztowy/](http://www.mbank.pl/msp-korporacje/obsługa-biezaca/przelew-y-przekazy/przekaz-pocztowy/).

## 12. Special Rules for Execution of Loan Disbursement Orders

### § 132

1. The Customer, who can view a loan in the mBank CompanyNet system, may submit an order to disburse a loan.
2. We execute a loan disbursement order which is:
  - 1/ correctly prepared, authorised and submitted by the Customer, provided that the Customer submits the necessary documents to the Bank (if required under the loan agreement),
  - 2/ successfully checked by the Bank (including content and form checks), provided that the Bank successfully verifies the documents (if required under the loan agreement).
3. We execute a loan disbursement order as follows:
  - 1/ the Bank credits the loan disbursement amount to the Customer's bank account (which can be viewed in the mBank CompanyNet system), or
  - 2/ the Bank executes a domestic or international transfer using the loan disbursement amount in accordance with the provisions of these Regulations.  
A domestic or international transfer amount may include the Customer's own funds in its account (which can be viewed in the mBank CompanyNet system).

### § 133

We provide the Customer in the mBank CompanyNet system with electronic confirmations of the execution of loan disbursement orders in the form of a domestic or international transfer.

## 13. Special Rules for Execution of Loan Repayment Orders

### § 134

1. The Customer, who can view a loan in the mBank CompanyNet system, may submit an order to repay a loan early, before the time limit provided for in the loan repayment schedule included in the loan agreement.
2. We accept an order to repay a loan early provided that:
  - 1/ the Customer is entitled to make an early loan repayment according to the loan agreement concluded between the Bank and the Customer,
  - 2/ the date of loan repayment indicated by the Customer falls before the time limit provided for in the loan repayment schedule,

- 3/ funds in the account from which the loan repayment is to be made are sufficient to cover the repayment plus interest, fees and commissions due to the Bank under the loan agreement.

#### § 135

1. If a loan repayment order does not meet our requirements for early loan repayment, we reject the order on the date indicated by the Customer in the order.
2. We provide information concerning the refusal to execute a loan repayment order in the mBank CompanyNet system (we update the status of the order).

#### § 136

We provide the Customer in the mBank CompanyNet system with electronic confirmations of the execution of loan repayment orders.

#### § 137

We charge a fee for early loan repayment according to the loan agreement concluded between the Bank and the Customer.

### 14. Special Rules for Execution of Orders for Mass Payment and Mass Payment Plus

#### § 138

1. We provide the Customer with the product Mass Payment or Mass Payment Plus on the basis of the Agreement or a separate instruction of the Customer approved by the Bank.
2. The Customer may use the Mass Payment to execute domestic transfer orders, including transfers to a contribution account assigned by the Polish Social Security Institution, based solely on the Customer's own instructions.
3. The Customer may use the Mass Payment Plus to execute domestic transfer orders, including transfers to a contribution account assigned by the Polish Social Security Institution, as well as tax transfers, based on the Customer's own instructions or a third party's instruction.
4. The Customer may, in the mBank CompanyNet system, place orders for Mass Payment or Mass Payment Plus in which the Bank receives for execution, within one order, a file containing a specific number of component orders.
5. To provide the Mass Payment or Mass Payment Plus product to the Customer, the Customer must hold an auxiliary bank account in PLN with the Bank ("Mass Payment account").
6. Orders for Mass Payment or Mass Payment Plus may be placed solely from Mass Payment accounts indicated by the Customer in the Agreement or in a separate instruction of the Customer approved by the Bank.
7. We execute Mass Payment and Mass Payment Plus orders solely in PLN.
8. Mass Payment and Mass Payment Plus orders are executed up to the limit which is the sum of the Mass Payment account balance and an overdraft granted under a separate overdraft agreement, if any.
9. The Mass Payment account is debited with the aggregate amount of component orders included in a Mass Payment Plus order, accepted for execution by the Bank.
10. Component orders of a Mass Payment or Mass Payment Plus order are executed on the execution date of the Mass Payment order indicated by the Customer, even if individual component orders specify that they should be executed on other business days.

### 15. Special Rules for Execution of Orders in the Trade Finance Module

#### § 139

1. The Customer who is a Party to the Agreement may place Trade finance orders in mBank CompanyNet system.
2. The definitions of Trade finance orders and products and the terms and conditions for the provision, placement and execution of such orders and products are set out in the "Regulations on the Provision and Service of Trade Finance Products through the mBank S.A. Internet Customer Service System mBank CompanyNet".

### 16. Special Rules for Execution of Orders in the Cash Module

#### § 140

1. The Customer who is a Party to the Agreement may have access to the Cash module in the mBank CompanyNet system. We allow the Customer to place open cash withdrawal orders (including open cash withdrawals in branches of Poczta Polska) and closed cash withdrawal orders, subject to the provisions of paragraphs 3 and 6.
2. The Customer places open cash withdrawal orders (including open cash withdrawals in branches of Poczta Polska) and closed cash withdrawal orders by means of relevant electronic forms in the mBank CompanyNet system.
3. In order to be able to submit closed cash withdrawal orders in the Cash module, the Customer needs to sign an agreement on the execution of closed cash withdrawals with the Bank.
4. The rules of execution of open cash withdrawal orders are laid down in the "Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A.".
5. The rules of execution of open cash withdrawal orders in a branch of Poczta Polska are laid down in the Detailed rules for executing open withdrawals in branches of Poczta Polska, available on our website at [www.mbank.pl/aktualnosci/mSP-korporacje](http://www.mbank.pl/aktualnosci/mSP-korporacje).
6. The rules of execution of closed cash withdrawal orders are laid down in the "Regulations on Closed Cash Withdrawals".
7. Cash orders other than those referred to in paragraph 1 are available in the Cash module under individual arrangements between the Bank and the Customer.

### 17. Special Rules for Execution of Orders in the Cards Module

#### § 141

1. In the optional Cards module, the Customer who is a Party to the Agreement may:
  - 1/ view and manage debit cards,
  - 2/ view and manage corporate payment cards, i.e., cards that we issue and support under the Regulations of mBank S.A. Corporate Payment Cards (hereinafter referred to as "Corporate Payment Cards"). The Customer may also access the lists of operations executed with the use of such cards,
  - 3/ view, manage and submit orders relating to prepaid payment cards of mBank that we issue and support under the prepaid cards regulations.
2. As part of management of debit cards and prepaid payment cards, the Customer may:
  - 1/ change the (daily and monthly) card limits,
  - 2/ block cards,
  - 3/ change the terms of prolonging the card validity for the following period.
3. As part of management of corporate payment cards, the Customer may:
  - 1/ activate cards,
  - 2/ change card limits – the monthly card limit and authorisation limits (daily and monthly),



- 3/ temporarily increase the card limit (in emergencies),
  - 4/ order a card duplicate,
  - 5/ block cards,
  - 6/ change the terms of prolonging the card validity for the following period,
  - 7/ early repay a card limit for charge cards and increase the card limit.
4. In addition, as part of services for prepaid payment cards, the user may in particular:
    - 1/ request cards (the types of cards selected by the Customer) – orders for cards result in the issue of cards by the Bank,
    - 2/ activate cards (to use the card, in particular make transactions with the card) – activation of a card by the Customer,
    - 3/ top up cards (also online) – the balance of available funds may be increased in the manner defined in the Regulations for Prepaid Cards or with a top-up file. The file must have the format required by the Bank and contain information on card numbers and the corresponding top-up amounts. The total top-up amount cannot exceed the amount of funds available in the account which we charge with the top-up amount.
  5. To execute an online top-up, the Customer is required to submit an order from an account marked in the mBank CompanyNet system as the “online account” (the balance may be viewed at any time). We execute such orders as soon as possible.
  6. The scope of available orders may change as the mBank CompanyNet system continues to develop. We provide users at each time with an electronic message announcing changes to the functionalities of the mBank CompanyNet system.
  7. We provide the Customer with reports on the execution of orders submitted by the Customer, in particular:
    - 1/ card requests,
    - 2/ card top-ups.
  8. We provide reports to the Customer at each time in electronic form in the mBank CompanyNet system.
  9. We are liable for the execution of the Customer’s instructions according to their contents. The Customer is liable for any errors in the contents of instructions.
  10. The rules for the submission by the Customer and the execution by the Bank of orders for debit cards and prepaid payment cards are governed by:
    - 1/ the Agreement on Payment Cards for a Corporate Customer – for debit cards,
    - 2/ the Agreement to issue and manage Prepaid Payment Cards of mBank S.A. (it also governs the rules for the submission of orders other than those referred to in paragraph 2),
 and the regulations referred to therein.
  11. If the agreements referred to in paragraph 10 provide that an order must be made in writing (in order for the Customer’s statement of intent to be valid), the Parties consider that this requirement is fulfilled where the Customer submits such orders in the Cards module.

## 18. Special Rules for Concluding Transactions

### § 142

1. The Customer may be granted access in the mBank CompanyNet system to the FX platform (optional module) in which the Customer may conclude Transactions. Authorisation of the Customer to use the FX platform, including authorisation of users, is defined in § 86.
2. A user is entitled to conclude Transactions in the FX platform no later than three business days after the conclusion of or amendment to the Agreement granting such authorisations.

### § 143

1. In matters not regulated in this Chapter, provisions of the following Regulations apply:
  - 1/ the “Description of Term Deposits” and the “Description of FX Transactions” together with the “Rules of Cooperation for Financial Market Transactions” or the “Rules of Cooperation for Financial Market Transactions for institutional clients”, subject to § 149 paragraph 3, or
  - 2/ the “PLN and FX Term Deposits for Institutional Clients” and the “Spot FX Transactions” together with the “General Terms and Conditions of Cooperation with Clients in Financial Market Transactions”, subject to § 149 paragraph 2.
2. If there are any 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.

### § 144

Upon signing the Framework Agreement, the Customer may grant authorisations to the FX platform both under the Agreement and the Framework Agreement.

### § 145

1. The Customer authorises the Bank to debit/credit its bank accounts (Customer’s Settlement Accounts) operated under the Agreement with amounts resulting from Transactions concluded by the Customer with the Bank via the FX platform.
2. The user may specify, as the Customer’s Settlement Account for the purposes of a specific transaction, any of the bank accounts operated by the Bank for the Customer under the Agreement.

### § 146

1. The Bank, via the FX platform, makes available to users authorised to conclude Transactions via the FX platform:
  - 1/ information concerning the balance of funds available in the Customer’s Settlement Account,
  - 2/ information concerning the Authorised Notional Amount of FX Transaction (maximum amount for which the Customer may conclude a spot FX transaction), referred to in § 151,
  - 3/ reports on Transactions concluded via the FX platform and Transactions concluded by phone.
2. The Bank, via the FX platform, makes available to users authorised to view Transactions reports on transactions concluded on the FX platform and transactions concluded by phone.

### § 147

1. Transactions may be concluded by the Customer via the FX platform only during the working hours of the Platform on business days (defined in the “Rules of Cooperation with Clients for Financial Market Transactions” or the “Rules of Cooperation for Financial Market Transactions for institutional clients” or the “General Terms and Conditions of Co-operation with Clients in Financial Market Transactions”) on which the Bank conducts operations on the financial market and executes settlements in the currencies in which the transaction is denominated.
2. Detailed information concerning the working hours of the FX platform, referred to in paragraph 1, is provided for the Customer in the FX platform.

### § 148

1. Conclusion of Transactions via the FX platform is possible upon previous identification by the Bank of the Customer and the user authorised to conclude transactions in the FX platform, under the principles set forth in these Regulations.
2. Conclusion of a Transaction occurs at the time of accepting the conditions of the Transaction by the user and sending a message confirming the conclusion of the transaction by the FX platform.
3. Conclusion of a Transaction requires no additional authorisation by the user.

4. Conclusion of a Transaction is confirmed by sending the Customer's Settlement Account statement to the Customer.
5. Specific principles of concluding transactions via the FX platform are specified in the "HELP" option available in the FX platform.
6. Concluded Transactions are registered by the Bank in the form of electronic records in the FX platform.
7. In the case of inconsistencies between the conditions of a Transaction concluded by the Bank and the Customer and the conditions of the Transaction presented in the Customer's Settlement Account statement, the electronic record of the conditions of the Transaction in the FX platform is conclusive in disputed matters.

#### § 149

1. The Bank provides interest rates on terms 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 in the currently applicable mBank S.A. Table of Exchange Rates.
3. The Customer acknowledges that the interest rates on 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 our websites.

#### § 150

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

#### § 151

1. The Customer may conclude spot FX transactions up to the amount of the Authorised Notional Amount of FX Transaction, presented by us for the Customer in the FX platform.
2. By default, the Authorised Notional Amount of FX Transaction is equal to the amount of funds available in the Customer's Settlement Account held in the currency sold by the Customer.
3. Upon conclusion of a spot FX transaction, we immediately block cash in the Customer's Settlement Account in the amount sold by the Customer.
4. On the settlement day, we debit the Customer's Settlement Accounts with the amount of the sold currency and credit the Customer's Settlement Accounts with the amount of the purchased currency.
5. The Bank may set the Authorised Notional Amount of FX Transaction according to other principles and refrain from blocking cash in the account.
6. If the Bank refrains from blocking cash in the account and there are not enough funds in the Customer's Settlement Account on the settlement day to settle a spot FX transaction, the Bank closes out the transaction according to the principles laid down in the "Spot FX Transactions" or the "Description of FX Transactions".

### 19. Restrictions on Execution of Orders

#### § 152

The Customer may freely use cash in the current or auxiliary bank account:

- 1/ up to the current balance,
- 2/ in accordance with the applicable provisions of the law,
- 3/ subject to the restrictions arising from the agreements signed by the Bank and the Customer.

#### § 153

1. We refuse to execute orders if they are in conflict with:
  - 1/ the Agreement (and the loan agreement, if any, for loan disbursement orders),
  - 2/ the Regulations, or
  - 3/ the provisions of the law.
2. We may refuse to execute an order if the balance of the Customer's account is insufficient to execute the order and pay our fees and commissions.
3. We may refuse to execute an order submitted by an mBank CompanyNet system user entitled to authorise orders who fails to comply with the obligation to deliver to the branch the "Identity Card together with information on processing of personal data" (or the user's confirmation of data according to the second sentence of § 86 paragraph 2 point 4 sent. 2) or update the user's data following any change.
4. We may refuse to execute an order submitted by an mBank CompanyNet system user entitled to authorise orders until the end of the business day following the day on which the user complies with the obligation to deliver to the branch the "Identity Card together with information on processing of personal data" (or the user's confirmation of data according to second sentence of § 86 paragraph 2 point 4 sent. 2) or update the user's data following any change. This period is necessary to enter the personal data of the user into the banking system.
5. If the Customer enters an incorrect NRB ID or incorrect IBAN ID in an order, we may refuse to execute such order. An incorrect NRB ID or incorrect IBAN ID is 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 § 81 points 13 and 14.
6. If we refuse to execute an order, we notify the user thereof. In cases mentioned in paragraphs 3-5, we provide the information about the refusal to execute an order to the user via a message available in the mBank CompanyNet system. The message is displayed to the user when the user attempts to submit the order.
7. We may charge a fee for a notification of refusal to execute an order if it is justified. The amount of the fee is defined in the Tariff.

#### § 154

We do not execute an order if it is submitted by a user with an incorrect onetime password.

#### § 155

1. In order to increase security of the Customer using the mBank CompanyNet system, the Customer may define a list or scope of acceptable IP addresses of users by means of which users may log into the mBank CompanyNet system.
2. The Customer defines the acceptable IP addresses (or their scope) in the mBank CompanyNet System User Card submitted by the Customer to the Bank. The IP address restrictions are activated no later than the next business day after the appendix is submitted.
3. If the Customer defines a list or scope of acceptable IP addresses, users cannot log in on devices whose IP addresses are different than defined by the Customer.
4. If the Customer fails to define a list or scope of acceptable IP addresses:
  - 1/ we assume that users log in from any IP address,
  - 2/ the Customer is liable for any damage arising as a result of unauthorised use of data authenticating users contrary to the law or rules of social co-existence.

### 20. Commissions and Fees

#### § 156

1. We charge fees and commissions for actions specified in the Regulations in accordance with Chapter I of the Tariff. It constitutes an integral part of the Agreement.
2. We additionally charge postal fees for the processing of an instruction to execute a postal orders as per the current price list of the Postal Operator. It is available on our website at [www.mbank.pl/informacje-dla-klienta/msp-korporacje/](http://www.mbank.pl/informacje-dla-klienta/msp-korporacje/).



3. We charge fees for the execution of a Mass Payment or Mass Payment Plus order according to the Agreement or a separate instruction of the Customer approved by us.
4. We charge fees for the execution of a loan disbursement order according to the Tariff (for the execution of a domestic or international order). However, if a different fee for the execution of an order is specified in the loan agreement, the Bank charges such fee.
5. The rules for charging fees for mBank CompanyConnect services (in the Partner version) are laid down in:
  - 1/ the mBank CompanyNet Agreement or the Integrated Bank Account Agreement,
  - 2/ separate regulations for mBank CompanyConnect services, and
  - 3/ the Tariff.
6. Fees and commissions concerning optional modules and transaction platforms referred to in § 81 point 23 are set out in agreements and regulations referred to in § 83 paragraph 1.
7. The type and amount of fees and commissions is subject to change. Changes depend in particular on the service costs incurred by us, including market parameters such as inflation, exchange rates and reference interest rates fixed by the NBP.
8. 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.

#### § 157

The current rates in the "Tariff of banking fees and commissions of mBank for SME and Corporates" and information on any changes are available in the Bank's operating rooms and at [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje).

#### § 158

1. The Customer authorises us to charge its bank account with fees and commissions due to the Bank, including any fees and commissions of a bank acting as intermediary in the execution of an order.
2. We charge the Customer's account with fees and commissions for the execution of an order at the time the order is being executed unless other agreements signed by the Bank and the Customer provide otherwise.

### 21. Final Provisions

#### § 159

1. The Customer is responsible for submitting the "Identity Card together with information on processing of personal data" (or the user's confirmation of data according to the second sentence of § 86 paragraph 2 point 4 sent. 2) for each mBank CompanyNet system user entitled to authorise order or use the FX platform and conclude Transactions.
2. The Customer is responsible for immediate updating of personal data by each mBank CompanyNet system user entitled to authorise orders or use the FX platform and conclude Transactions in the scope defined in the "Identity Card together with information on processing of personal data".
3. The persons referred to in paragraph 1 update their personal data:
  - 1/ at a branch; in order to perform an update, it is necessary to produce an identity document,
  - 2/ according to the second sentence of § 86 paragraph 2 point 4 sent. 2.

#### § 160

The Customer agrees not to deliver any illegal content to the Bank through the mBank CompanyNet system.

#### § 161

1. We may withhold the provision of services in the mBank CompanyNet system if a failure in the computer system or in the telecommunications system of the Bank makes it impossible, until such a failure is remedied.
2. Withholding of services due to a failure in the computer system or in the telecommunications system is not a breach of the Agreement by the Bank.
3. If it is impossible to set up a telecommunication connection allowing to obtain information concerning the account status through the mBank CompanyNet system, we provide information concerning the account status by phone, following the identification and authentication of the Customer, via the Contact Centre.
4. The information referred to in paragraph 3 is provided to users or administrators solely in the scope corresponding to the scope of rights of the users or administrators defined on the basis of the appendices, and in particular the right to view the Customer's account in the mBank CompanyNet system.

#### § 162

We reserve the right to conduct maintenance and upgrade works in the mBank CompanyNet system. We notify the Customer appropriately in advance of the timing of such work, i.e., the timing of the temporary non-availability of the mBank CompanyNet system. Such information is published on the websites of the mBank CompanyNet system or otherwise communicated to the Customer.

#### § 163

1. We are a personal data controller of the Customer, its representatives and other persons acting on behalf of the Customer in connection with the performance of the Agreement.
2. With a view to concluding and performing the Agreement, we process personal data of the Customer, its representatives and other persons acting on behalf of the Customer in connection with the performance of the Agreement.
3. We process data of the Customer, its representatives and other persons acting on behalf of the Customer in connection with the performance of the Agreement also:
  - 1/ for statistical and analytical purposes, for the purposes of assessing and monitoring operational risk, handling complaints, asserting claims, preventing fraud, performing obligations arising out of the applicable law (in particular AML, FATCA, CRS, MIFID), and archiving,
  - 2/ in order to provide the Customer with marketing materials concerning own services and products of the Bank and subsidiaries of the mBank Group. The list of mBank Group subsidiaries is available on the website [mbank.pl](http://mbank.pl) under the mBank Group tab.
4. We process personal data of the Customer, its representatives and other persons acting on behalf of the Customer in connection with the performance of the Agreement for the period necessary to conclude and perform the Agreement to which the Customer is a party, and subsequently for a period of ten years after the end date of the Agreement or for another period of limitation of potential claims. We anonymise the personal data after the lapse of that period.
5. The Customer, its representatives and other persons acting on behalf of the Customer in connection with the performance of the Agreement:
  - 1/ have the right to access and rectify their data, as well as the right to data portability, and
  - 2/ may demand erasure of data, restriction of the processing, or object to the processing.
6. The Data Protection Officer is a Bank employee who may be contacted at the following e-mail address: [Inspektordanychosobowych@mbank.pl](mailto:Inspektordanychosobowych@mbank.pl).
7. We describe how we process personal data in the GDPR package available at [www.mbank.pl/pdf/rodo/pakiet-rodo.pdf](http://www.mbank.pl/pdf/rodo/pakiet-rodo.pdf).
8. Any complaints about how we process personal data may be lodged with the President of the Personal Data Protection Office who is the supervisory authority responsible for protection of personal data.

9. The execution of international transfers via SWIFT (Society for Worldwide Interbank Financial Telecommunications) may result in the government of the United States of America having access to the personal data of the Customer, its representatives and other persons acting on behalf of the Customer in connection with the performance of the Agreement. The American authorities have undertaken to use the personal data only for the purpose of counteracting terrorism, respecting the guarantees provided for in the European system of personal data protection.
10. We may disclose data, including personal data of the Customer, its representatives and other persons acting on behalf of the Customer in connection with the performance of the Agreement, to entities entrusted by us with data processing (including for the purpose of the performance of agreements on rendering services for the benefit of the Bank).
11. We may provide data on liabilities arising from the agreement concluded on the basis of this application, including the Customer's personal data, to:
  - 1/ Banking Register System (System Bankowy Rejestr, "BR") – a database for which the Polish Bank Association acts as the data controller, operating pursuant to the Act of 29 August 1997 – the Banking Law,
  - 2/ Biuro Informacji Kredytowej S.A. (Credit Information Bureau, "BIK") operating pursuant to the Act of 29 August 1997 – the Banking Law,
  - 3/ business information bureaus operating on the basis of the Act on the Provision of Business Information and Exchange of Business Data of 9 April 2010, if:
    - a/ the overall amount of liabilities to the Bank is at least PLN 500,
    - b/ the payment or payments are at least 30 days past due,
    - c/ at least one month has passed since the Bank sent a call for payment to the Customer including a warning of its intention to transmit the data to the bureau.

#### § 164

In case when the mBank CompanyNet system administrator cannot perform the configuration changes to which he/she is entitled:

- 1/ for reasons beyond the control of the Bank, the Customer may instruct us to perform such changes. The appendices should be delivered to the Bank,
- 2/ for reasons resulting from functionalities of the mBank CompanyNet system, the instruction may be submitted in electronic form. Select the form "Message to the Bank", titled "Message from the administrator".

#### § 165

1. We may deliver electronic invoices to the Customer for products and services provided by the Bank.
2. In the case described in paragraph 1, we sign electronic invoices with qualified electronic signatures.
3. Electronic signatures may be sent (made available) in the mBank CompanyNet system to all users or users selected by us.

#### § 166

1. We may provide statements of intent and knowledge and notifications to the Customer in the mBank CompanyNet system.
2. Statements of intent and knowledge and notifications may be provided in the mBank CompanyNet system to all users or users selected by us.
3. We sign statements of intent and knowledge and notifications with qualified electronic signatures.
4. Statements of intent and knowledge and notifications signed with qualified electronic signatures have the same effect as statements of intent and knowledge and notifications provided by the Bank in writing.
5. Statements of intent and knowledge and notifications made according to paragraphs 1-3 are effective for the Customer.
6. The Customer agrees to log in the mBank CompanyNet system at least once per week in order to read any statements of intent and knowledge and notifications made by the Bank according to paragraphs 1-3.