

Regulations on opening, holding and closing Bank Accounts at mBank S.A.

Warsaw, December 2023



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Appendix

Rules of Conduct in the Case of Change, Withdrawal or Discontinuation of a Benchmark

CHAPTER 1 General Provisions

§ 1

These Regulations specify the principles applicable at mBank S.A. for opening, holding and closing current and auxiliary bank accounts in PLN and foreign currencies for residents and non-residents being enterprises, legal persons or organisational units without legal personality but with legal capacity.

§ 2

The terms used in these Regulations should be understood as follows:

1/ Bank	mBank S.A., also referred to as “we” in these Regulations (e.g. “we maintain”, “we accept”, “we amend”),
2/ payment instruction	the Customer’s statement containing an order to deposit, transfer or withdraw funds,
3/ business day	any day on which the Bank is open for Customers, i.e. every day from Monday to Friday, except statutory holidays or days previously announced as holidays by the Bank,
4/ IBAN	the International Bank Account Number used in cross-border settlements, defined in Order of the President of the NBP No. 7/2017 of 20 February 2017 on the method of numbering bank accounts maintained at banks,
5/ NRB	the Bank Account Number used in domestic settlements, defined in Order of the President of the NBP No. 7/2017 of 20 February 2017 on the method of numbering bank accounts maintained at banks,
6/ payment cards	payment cards issued by the Bank,
7/ Customer(s)	enterprises, legal persons, organisational units without legal personality but with legal capacity, who want to conclude the Bank Account Agreement with the Bank or who have already concluded the Bank Account Agreement with the Bank. Whenever the Agreement mentions the “Account Holder”, this should be understood as the Customer,
8/ branch	an organisational unit of the Bank which holds current and auxiliary bank accounts,
9/ Bank’s website	the website of mBank Group hosted on the Bank’s server at www.mbank.pl ,
10/ Regulations	Regulations on Opening, Holding and Closing Bank Accounts at mBank S.A.,
11/ unauthorised overdraft	a negative balance in the account which arose without the Customer’s right to incur debt,
12/ Bank Account Agreement / Agreement	the Bank Account Agreement concluded between the Customer and the Bank under the Regulations.

§ 3

1. Bank accounts are opened and held by the Bank’s branches under the Bank Account Agreement.
2. We sign the Agreement:
 - 1/ with Customers who satisfy the conditions required for opening an account,
 - 2/ under the principles specified in the Regulations.

§ 4

1. The Regulations constitute an integral part of the Bank Account Agreement and are binding on both parties throughout the entire term of the Agreement. The Bank reserves the right to amend the Regulations. The application of the amended Regulations to Agreements concluded before the amendment requires the Customer’s consent expressed in the manner and under the principles specified in further sections hereof.
2. In matters not governed by these Regulations, the relevant provisions of law apply, in particular:
 - 1/ the Civil Code of 23 April 1964,
 - 2/ the Banking Law Act of 29 August 1997,
 - 3/ the Foreign Exchange Law Act of 27 July 2002,
 - 4/ the Payment Services Act of 19 August 2011.
3. The following provisions do not apply to the payment services provided under the Agreement:
 - 1/ Chapter II of the Payment Services Act of 19 August 2011 (except for Article 32a),
 - 2/ 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, or
 - 3/ any other legal provisions amending the provisions referred to in § 4 (3) (1) or (2), whenever acceptable.

CHAPTER 2 Bank Accounts and VAT Account

§ 5

1. Under the Agreement, Customers may open current and auxiliary accounts in PLN and foreign currencies.
2. Current accounts are used for:
 - 1/ accumulating the Customer’s funds,
 - 2/ domestic and foreign monetary settlements connected with the Customer’s business activity.
3. Auxiliary accounts are used by the Customer for conducting monetary settlements selected by the Customer.
4. Funds deposited in 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 linked to the Customer’s current or auxiliary accounts.
6. The VAT account is used only for monetary settlements defined by law.

CHAPTER 3

Interest on Funds in Bank Accounts

§ 6

1. Funds deposited in bank accounts, including VAT accounts, bear interest according to the current variable interest rate applied at the Bank.
2. The Bank may change the capitalisation periods and the interest rate during the term of the Bank Account Agreement without the need to terminate the Agreement if at least one of the following circumstances occurs:
 - 1/ the Monetary Policy Council changes interest rates,
 - 2/ central banks of the respective countries change interest rates for currencies in which we maintain accounts,
 - 3/ change in benchmarks (in particular WIBID, WIBOR, EURIBOR),
 - 4/ change or discontinuation of benchmarks (in particular WIBID, WIBOR, EURIBOR),
 - 5/ the mandatory reserve ratio changes,
 - 6/ the policy of the NBP changes in a manner that directly affects the liquidity position of the banking sector.
3. If an index or benchmark used to determine the interest rate of an account (Benchmark):
 - 1/ is not published,
 - 2/ is discontinued,
 - 3/ cannot be applied,
 - 4/ changes,the Bank will follow the provisions of the Rules of Conduct in the Case of Change, Withdrawal or Discontinuation of a Benchmark stipulated in the Appendix to the Regulations.
4. The Appendix to the Regulations applies to all Agreements, including Agreements concluded before the introduction of the Appendix.
5. We make current interest rates and information about changes in interest rates and the reasons for such changes available to the Customer by way of posting announcements in the Bank's operating rooms or on our website at: www.mbank.pl/informacje-dla-klienta/msp-korporacje/.

§ 7

1. Interest on cash in an account is payable in the account currency within the following time limits:
 - 1/ monthly – in accounts payable on demand,
 - 2/ on the day the account is closed – regardless of the account type.
2. Interest accrues from the day a deposit is made to the account until the day preceding the withdrawal of the funds or closure of the account.
3. Unless the Customer decides otherwise, interest due on funds payable on demand is added to the account balance. Interest due on a VAT account is credited to the current or auxiliary account linked to the VAT account.

§ 8

1. In the case when, under tax regulations or agreements on avoidance of double taxation on interest, flat rate income tax is due (from individuals or legal persons) in Poland, the Bank, as a remitter, deducts the tax amount from the amount of interest paid.
2. If the Customer is a non-resident, the Bank may apply a reduced tax rate. The application of a reduced tax rate arises from a relevant agreement on the avoidance of double taxation concluded with a given state. The Bank obliges the Customer to provide a valid tax residency certificate in order to apply a reduced tax rate. In exceptional cases the Bank may request additional documents.
3. A residency certificate is a statement on the location of the Customer's registered office for tax purposes issued by the tax authority of the country of the Customer's registered office.
4. If a certificate does not have a validity date, the Bank considers such a certificate valid for the period of the next twelve months from the issue date.
5. The Customer provides a valid tax residency certificate if:
 - 1/ the currently applicable document is soon to expire – before the expiry date,
 - 2/ the data used to validate the document have changed – within the time limit set by the Bank.
6. If the Customer fails to provide the Bank with the required documents in accordance with § 8 (2), we apply a tax rate arising from the Polish law. If this is the case, the Bank does not apply the provisions of the agreements on the avoidance of double taxation.

CHAPTER 4

Principles and Procedure for Entering into the Bank Account Agreement

§ 9

1. In the Bank Account Agreement, the Bank undertakes to:
 - 1/ safekeep the funds entrusted by the Customer for the term of the Agreement,
 - 2/ conduct monetary settlements ordered by the Customer.
2. Under the Bank Account Agreement, the Customer authorises the Bank to debit their bank account with the following amounts:
 - 1/ amounts of executed payment instructions, and
 - 2/ commissions and fees due to the Bank for the activities performed and services provided in connection with the handling of the account.
3. The Bank Account Agreement is entered into for an indefinite or a definite period.
4. Any amendments to the Agreement, except for:
 - 1/ amendments to the Regulations, and
 - 2/ changes to the type or amount of commissions or fees specified in the Tariff of Banking Fees and Commissions of mBank for SME and Corporates – Section I – Bank Accounts,must be made in writing, otherwise being null and void.

§ 10

1. The Bank Account Agreement is concluded at the Customer's request upon signing the Bank Account Agreement by persons authorised to make statements of intent with respect to the parties' property rights and obligations.
2. To enter into the Agreement, the Customer submits one copy of each of the following documents to the Bank:
 - 1/ Application to Open/Change the Bank Account ("Application"),
 - 2/ Specimen Signature Card.
3. One copy of the signed Agreement remains with the Bank, the other copy (together with the text of the Regulations) is given to the Customer.
4. Together with a copy of the Agreement, the Bank provides the Customer with the following documents signed by the Bank:
 - 1/ a copy of the Application,
 - 2/ a copy of the Specimen Signature Card.
5. The Customer undertakes not to disclose the documents referred to in § 10 (1)–(2) to unauthorised persons.
6. The Bank has the right to refuse to conclude the Bank Account Agreement without providing a reason.

§ 11

1. A Customer who wants to enter into the Agreement submits to the Bank:
 - 1/ articles of association or a statute – depending on the legal status and business profile of the applicant,
 - 2/ document confirming the commencement of business activities if the Customer is not subject to the obligation of being reported to the National Court Register (KRS) or the Central Registration and Information on Business (CEIDG),
 - 3/ a decision on assigning a tax identification number (NIP) to the Customer, unless the Customer's NIP has already been entered in the National Court Register (KRS) or the Central Registration and Information on Business (CEIDG),
 - 4/ any other documents required by the Bank.
2. If the Customer conducts business activity whose conduct in Poland requires a concession, permit, licence, consent of a competent authority or entry in the register of regulated activities:
 - 1/ they submit a statement on carrying out such business activity to the Bank (in the Application), and
 - 2/ we may request a document proving this at any time.
3. The Customer attaches documents specifying the persons authorised to make statements of intent with respect to the property rights and obligations on their behalf.
4. Non-residents should submit:
 - 1/ an extract from the register of enterprises of their home country translated into the Polish language by a sworn translator and, subject to the provisions of § 14 (3), certified by a diplomatic post of the Republic of Poland competent for a given country and containing the clause "Certified to conform to the laws of the country of issue",
 - 2/ tax residency certificate in the case specified in § 8 (2),
 - 3/ and any other documents required by the Bank.
5. When entering into the Agreement as well as during its term, the Customer undertakes to submit, at the Bank's request, documents enabling the Bank to duly perform its obligations arising from the Act of 1 March 2018 on Counteracting Money Laundering and Terrorism Financing, including obligations pertaining to due diligence measures.

§ 12

1. The Application and the Specimen Signature Card are signed by persons authorised to make statements of intent with respect to property rights and obligations of the Customer in the presence of the Bank's employee. The Bank confirms their identity on the basis of identity documents presented by these persons.
2. Persons whose:
 - 1/ signatures, identity documents and authorisations to place signatures have already been verified by the Bank, or
 - 2/ signatures' authenticity and validity has been confirmed by authorised persons at a different bank which maintains an account for the Customer and which concluded a relevant agreement with the Bank,do not have to sign the Card in the presence of the Bank's employee.
3. The Customer is liable for the authenticity and validity of signatures of attorneys-in-fact.

§ 13

1. We conclude the Agreement for a definite period with limited liability companies in the process of formation (Polish: spółka z ograniczoną odpowiedzialnością w organizacji), simple joint stock companies in the process of formation (Polish: prosta spółka akcyjna w organizacji) or joint stock companies in the process of formation (Polish: spółka akcyjna w organizacji). We may:
 - 1/ extend the Agreement for a definite period, or
 - 2/ convert it into an Agreement for an indefinite period after the registration of the company.
2. If the Customer fails to apply to the National Court Register for the registration of the company within six months from the conclusion of the articles of association or preparation of the statute, the agreement will be terminated.
3. The Customer referred to in § 13 (1) may use funds in the account up to the balance limit.

§ 14

1. To conclude the Agreement, we may request the Customer to submit original or notarised copies of documents. Documents in a foreign language must be translated into Polish by a sworn translator.
2. Upon verifying and copying the original copies of documents, we return them to the Customer.
3. Subject to provisions of § 14 (4), Customers operating under foreign law submit official documents certified by the embassy or consulate of the Republic of Poland competent for the country of the applicant's registered office, containing the clause "Certified to conform to the laws of the country of issue". Such documents may also be notarised by a foreign notary whose licence is certified by a Polish embassy or consulate competent for the country of the Customer's registered office.
4. Customers who conduct activities under foreign law and who are subject to the provisions of international law that override the requirement for certification of foreign official documents submit official documents certified in accordance with this law. Detailed information on this issue is provided by the authorised employees of the Bank.

§ 15

1. The Agreement may be concluded by an attorney-in-fact if we receive:
 - 1/ a power of attorney with notarised signatures of persons authorised to make statements of intent with regard to the Customer's property rights and obligations, or
 - 2/ a written power of attorney granted in presence of an employee of the Bank by persons authorised to make statements of intent with regard to the Customer's property rights and obligations, and the employee confirms their identity.
2. The power of attorney referred to in § 15 (1) should provide for an authorisation to:
 - 1/ perform activities of a specific type, including the conclusion of the Agreement, or
 - 2/ perform a specific activity, i.e. to conclude the Agreement,including the appointment of persons authorised to use the funds in the account.
3. Non-residents can provide a notarised power of attorney certified in line with the rules set forth in § 14 (3)-(4).

§ 16

1. The Customer undertakes to immediately notify the Bank of any changes to the data contained in the Application or any other documents submitted to the Bank when concluding the Agreement. The notification must be signed by persons authorised to make statements of intent with respect to the property rights and obligations of the Customer.
2. The Customer provides the Bank with the information on changes and documents confirming the changes and their scope, in particular if:
 - 1/ the name or the legal form of the Customer has changed,
 - 2/ merger, demerger, transformation or some other change has been made.

3. The Customer immediately notifies the Bank if they started or ceased to perform a business activity:
 - 1/ which requires a concession, permit, license, consent of the competent authority or an entry in a regulated business register;
 - 2/ concerning the provision of consumer credits as a loan institution within the meaning of the Act of 12 May 2011 on Consumer Credit.
4. The Customer immediately notifies the Bank if they lose the concession, permit, license or consent of the competent authority to perform the business activity, or if they are removed from the regulated business register.
5. The Bank may request the Customer to submit the original copy of a concession, permit, licence, consent of competent authorities to carry out business activity or entry into the register of regulated activity and other documents/statements.

CHAPTER 5 Powers of Attorney to Use the Funds in the Bank Account

§ 17

1. The Customer may appoint an attorney-in-fact (attorneys-in-fact) entitled to use the funds in the account. The power of attorney may only be issued in writing. The power of attorney may be granted on a permanent, temporary or one-time basis.
2. The power of attorney is valid for all of the Customer's current and auxiliary accounts unless the Customer decides otherwise.

§ 18

A permanent power of attorney within the meaning of these Regulations may be:

- 1/ a general power of attorney under which the attorney may operate to the same extent as the Customer,
- 2/ a special power of attorney under which the attorney is authorised to use the funds in the account exclusively to the extent specified by the Customer in the power of attorney.

§ 19

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

§ 20

1. A power of attorney to use the funds in a bank account may be granted by the Customer:
 - 1/ directly at the Bank's unit that holds his account:
 - a/ by making an entry in the Specimen Signature Card. In order for the power of attorney to be effective, the attorney-in-fact puts a specimen signature on the Specimen Signature Card. The power of attorney is validated by the signatures of the attorney-in-fact and the Customer placed on the Card in the presence of a representative of the Bank. Unless otherwise stipulated, the power of attorney granted by way of entry in the Card is a general power of attorney (within the meaning of these Regulations),
 - b/ by submitting an instruction at the Bank's branch keeping the Customer's account. In the instruction the Customer authorises the attorney-in-fact to perform a specific activity / specific activities in the account in a specified period or just once. The power of attorney is validated by the signatures of the attorney-in-fact and the Customer placed in the presence of the Bank's representative,
 - 2/ by correspondence – the Customer submits, at the Bank's branch which maintains the Customer's account, an extract of a notarial deed granting a periodic or one-off power of attorney for a specific activity / specific activities in the account.
2. A power of attorney granted by the Customer who is a non-resident by correspondence is executed by a foreign civil-law notary. The notary's authorisations are certified by a Polish embassy or consulate competent for the country of the applicant's registered office.
3. The Bank notifies the Customer forthwith in writing of the acceptance or refusal to accept the power of attorney (and the reasons for such refusal).

§ 21

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

- 1/ first name and surname of the attorney-in-fact,
- 2/ details of the attorney's identity document (series, 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-in-fact),
- 4/ citizenship,
- 5/ type of the power of attorney: general or special (within the meaning of these Regulations) and the scope of the special power of attorney,
- 6/ the indication whether the power of attorney is a one-time power of attorney or whether the Customer grants it for a period "from ... to ...",
- 7/ a specimen signature of the attorney-in-fact.

§ 22

1. A Customer who wishes to amend or revoke a power of attorney must submit a written instruction. The Customer confirms it in the same way as when granting a power of attorney (in accordance with § 20 (1)).
2. The power of attorney is deemed effectively revoked on the next day after submission or receipt of the instruction by the Bank's branch maintaining the account.
3. The power of attorney expires when:
 - 1/ the legal existence of the Customer ceases,
 - 2/ the principal or the attorney-in-fact dies,
 - 3/ the period for which the power of attorney was granted expires,
 - 4/ the power of attorney is revoked.

CHAPTER 6 Specimen Signature Card

§ 23

1. The Specimen Signature Card defines:
 - 1/ the powers of persons entitled to use the funds in the Customer's account,
 - 2/ specimen signatures (for recording purposes).
2. The Identity Card for Persons Authorized to Use the Bank Account is an integral part of the Specimen Signature Card. The Customer is responsible for its completion by each person authorised to use the bank account.
3. In the Specimen Signature Card, in the field: "Content/Specimen/" of the company seal", the Customer may:
 - 1/ delete the words "content" and "specimen" and write "no stamp/seal". In this case, for instructions to be valid, we do not require the Customer's company seal on the forms containing the instructions,
 - 2/ delete the word "content" and leave the word "specimen". In this case, we require a company seal imprint on documents, conforming to the specimen in the Specimen Signature Card. The specimen seal does not include the type of ink used for the stamp imprint,

- 3/ leave the word "content" and delete the word "specimen". The exact content of the company seal used must then be written legibly or its imprint must be provided. If the font format of the seal or the ink type changes but the content of the seal does not, we do not require an amendment to the Specimen Signature Card. We consider such change as irrelevant to the validity of instructions.

§ 24

1. If the Customer decides that instructions for the Customer's 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 following signatures are required for the validity of instructions for a bank account:
 - 1/ signatures of the persons named in the Specimen Signature Card, or
 - 2/ signatures of attorneys-in-fact referred to in § 20 (1) (1) (b) and § 20 (1) (2).

§ 25

1. The Specimen Signature Card is valid until revoked in writing by the Customer. The revocation is effective on the day following the date we receive 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 use the funds in the bank account when the Customer revokes the Card. The loss of rights is based on a written notification to the Bank signed by authorised persons.
3. Unless the Bank receives a notification as described in § 25 (2), the Bank is not liable for any damage that may arise as a result.

§ 26

1. If the persons authorised to use funds in the account change, the Customer should draw up a new Specimen Signature Card and, if necessary, revoke the existing one.
2. In order to change the persons authorised to use the funds in the account, the Customer must present new documents providing a basis for the change.
3. In special cases, at the written request of the Customer, we may make such changes before the court registers them. However, the Customer must provide us with original or notarised copies of the documents from which these changes arise. We will return the original documents when we have reviewed and copied them.
4. The Customer should submit a new Specimen Signature Card if any of the following changes:
 - 1/ the name,
 - 2/ the company seal,
 - 3/ the Customer's legal form,and for other reasons which affect the use of funds in the bank account.

CHAPTER 7 **Use of Funds in the Bank Account**

§ 27

1. The Customer is authorised to use funds:
 - 1/ up to the current account balance,
 - 2/ in line with the applicable law and other agreements concluded by the Customer with the Bank.
2. If two instructions are totally or partially mutually exclusive, we may hold off their execution until we receive the final instructions of the Customer.
3. If an instruction issued by the Customer contradicts the Regulations, the Bank Account Agreement or provisions of law, we will refuse to execute the instruction.
4. We may not execute a payment instruction if there are no funds in the Customer's account to cover the instruction and fees or commissions.
5. We may set individual rules for executing payment instructions that cannot be covered in a separate agreement with the Customer.
6. We execute payment instructions from the bank account provided by the Customer in the payment instruction.
7. If the Customer provides an incorrect NRB or IBAN in the instruction, we may refuse to execute it.
8. We book domestic or international payments only on the basis of the beneficiary account number included in the incoming payment. We do not verify the name against the beneficiary account number.
9. We may suspend the execution of an operation in the account if there is a computer or telecommunications system failure which prevents access to accounting records and the ongoing servicing of accounts.
10. Suspension or refusal on the part of the Bank to execute operations for the reasons set out in § 27 (3), (4), (7) and (9) does not constitute a breach of the Bank Account Agreement.

§ 28

The Customer undertakes to observe:

- 1/ forms and rules of domestic and international cash payments in force at the Bank,
- 2/ instruction forms issued by or agreed with the Bank.

§ 29

1. We assume that the Bank has received a payment instruction:
 - 1/ when we have received a payment instruction correctly submitted by the Customer,
 - 2/ on the next business day if we receive it:
 - a/ after the cut-off time, or
 - b/ on a bank holiday.
2. In the Bank's operating rooms and on our website www.mbank.pl/informacje-dla-klienta/msp-korporacje/, we provide detailed information about:
 - 1/ the cut-off times and deadlines for executing the Customer's instructions,
 - 2/ the amount limit on cash withdrawals above which the Bank must be advised (in person, by encrypted fax transmission or via electronic banking systems) and
 - 3/ the form and terms and conditions applicable to monetary settlements at the Bank.

§ 30

1. The Customer can submit payment instructions to the Bank with a future execution date.
2. If the execution date of an instruction is a non-business day for the Bank, the Bank executes the instruction on the first business day for the Bank following the non-business day.
3. The Customer has the right to cancel a submitted payment instruction on or before the business day preceding its execution day.

§ 31

1. The Bank executes the Customer's payment instructions in PLN or foreign currencies listed in the mBank S.A. Exchange Rates Table. We apply the same rule to incoming domestic and foreign payments.
2. The only exception applies to instructions for cash deposits and withdrawals. We execute them exclusively in currencies that are communicated to the Customer by being displayed in the Bank's operating rooms or published at www.mbank.pl.
3. If the amount of a payment instruction, incoming domestic or foreign payment needs to be converted, we apply buy and sell exchange rates applicable at the Bank at the moment of execution of a given instruction.
4. We can set different rules for executing foreign currency orders in separate agreements with the Customer.

§ 32

1. The Bank has the right to execute instructions:
 - 1/ in any manner deemed reasonable in the light of specific features of an instruction,
 - 2/ in an order different to that in which they were submitted by the Customer.
1. Subject to § 32 (4), at the Customer's request, the Bank may:
 - 1/ set the priority for executing instructions,
 - 2/ block a certain amount for the purpose of executing an instruction.
2. The Customer's instructions do not suspend the payment of amounts due to the Bank. We may offset the Bank's receivables due from the Customer without providing any separate statement to the Customer. This also refers to receivables due under other agreements concluded between the Customer and the Bank.
3. We may restrict the Customer's use of funds accumulated in the account (thus making the Customer's instruction ineffective) based on:
 - 1/ written notice sent by a court enforcement officer or administrative enforcement authority about seizure of monetary receivable in the bank account,
 - 2/ decision issued by a public administration body.
4. The Bank may temporarily restrict the Customer's access to the account or funds in the account:
 - 1/ to prevent financial fraud,
 - 2/ when the Bank is not able to meet the obligations set forth in the Act of 1 March 2018 on Counteracting Money Laundering and Terrorism Financing, including obligations regarding due diligence measures.

§ 33

After conclusion of separate agreements, the Customer may submit instructions electronically through the electronic banking system used at the Bank.

§ 34

1. The Bank is liable for the timely and correct execution of monetary settlements, provided that the Customer submits the instruction in the correct manner. The Bank is not liable for any damage caused by circumstances beyond its control, in particular force majeure or decisions of public authorities. In each case, the Bank's liability is limited to the amount of the loss and does not cover the Customer's lost benefits.
2. The Bank pays interest on the amount of the Customer's instruction at the statutory interest rate for each day of delay in executing the Customer's correct order for reasons other than those set out in the Regulations.

§ 35

1. The Customer authorises the Bank to debit its bank account with the amount of executed payment instructions.
2. The Bank debits the Customer's account at the time of executing a payment instruction unless other agreements concluded between the Customer and the Bank provide otherwise.
3. The Customer must have sufficient funds in the bank account at the time when we debit the amount of the executed instruction to the account, including due fees and commissions.

§ 36

1. The Bank only processes bank account instructions signed by:
 - 1/ the persons named in the Specimen Signature Card, or
 - 2/ attorneys-in-fact referred to in these Regulations.
2. The use of a facsimile instead of a signature is not allowed.
3. The signatures on the Customer's instructions must comply with the specimen signatures placed with the Bank. Otherwise, we may not execute the instruction.
4. The content or imprint of the company seal on the Customer's instructions must match those on the Specimen Signature Card.
5. We assume that the Customer has authorised payment instructions submitted at the Bank in line with § 36 (3). By authorising a payment instruction, the Customer agrees to its execution.

§ 37

If the Bank refuses to execute an instruction, it immediately informs the Customer about this fact, stating the reasons for the refusal.

CHAPTER 8 **Monetary Settlement System**

§ 38

Monetary settlements executed at the Bank include:

- 1/ cash deposits and withdrawals with the use of cash desk documents,
- 2/ cash withdrawals with the use of payment cards.

§ 39

The following forms of non-monetary settlements are available at the Bank:

- 1/ transfer order,
 - 2/ outgoing foreign payment,
 - 3/ direct debit,
 - 4/ transactions made using payment cards,
- and other forms specified by separate laws.

§ 40

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

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

§ 41

The Customer or persons acting on behalf of the Customer (attorneys-in-fact) must present an identity document at our each request. If they fail to do so, we may refuse to execute an instruction.

CHAPTER 9 Payment Cards

§ 42

1. The Bank issues payment cards upon the Customer's request.
2. The rules for the use and settlement of payment cards issued by the Bank are set forth under separate regulations of the Bank.

CHAPTER 10 Special Terms and Conditions of Serving Payment Institutions, Electronic Money Institutions, Small Payment Institutions and Payment Service Offices

§ 43

This chapter applies to every Customer who is a Payment Service Provider, i.e.:

- 1/ payment institution,
- 2/ electronic money institution,
- 3/ small payment institution,
- 4/ European payment institution,
- 5/ European electronic money institution, or
- 6/ payment services office,

as per the Payment Services Act of 19 August 2011, providing payment services on the territory of the Republic of Poland.

§ 44

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

§ 45

1. Before the Bank concludes the Agreement, the Customer must:
 - 1/ submit documents to the Bank confirming the Customer's 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/ provide the Bank with detailed information on how it plans to provide payment services to its customers. The information in question includes, in particular, data on:
 - a/ types of payment services which the Payment Service Provider provides and plans to provide,
 - b/ business and operating model of the activity,
 - c/ methods and mechanisms which the Payment Service Provider applies or intends to apply in connection with the provision of payment services,
 - d/ planned demand for the payment services offered by the Bank,
 - e/ planned scale of cooperation with the Bank,
 - f/ measures taken by the Payment Service Provider to mitigate the risk connected with counteracting money laundering and terrorism financing and observing international sanctions.
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 the related services go beyond the range of products and services offered by the Bank.
4. The provision of the detailed information referred to in § 45 (1) is one of the conditions for the Bank's decision on concluding the Bank Account Agreement with the Payment Service Provider.
5. The Customer must immediately meet the provisions of § 45 (1)-(3) also when:
 - 1/ the Customer obtains the authorisation to act as a Payment Service Provider after the conclusion of the Bank Account Agreement,
 - 2/ the scope of authorisations referred to in § 45 (1) changes,
 - 3/ the Customer loses the authorisations referred to in § 45 (1),
 - 4/ the Customer changes the business or operating model of its activity.

§ 46

Every year and at each request of the Bank, the Payment Service Provider must 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 and any changes thereto,
- 2/ public registers in which the authorisations and changes thereto have been published,
- 3/ incidents (events) which involve the violation of the following laws by the Payment Service Provider:
 - a) Act on Counteracting Money Laundering and Terrorism Financing dated 1 March 2018,
 - b) laws regarding counteracting money laundering and terrorism financing of other member states of the European Union, or
 - c) sanctions and embargos,
- 4/ public warnings pertaining to the Payment Service Provider issued by authorised authorities,
- 5/ measures taken by the Payment Service Provider to mitigate the risk connected with counteracting money laundering and terrorism financing and observing international sanctions,
- 6/ facts or risks other than those referred to in § 49 (1)-(5) which may impact on the performance of the Bank Account Agreement.

§ 47

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 these authorisations,

- 2/ to pursue the activity in accordance with the law, in particular with the Act on Counteracting Money Laundering and Terrorism Financing of 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 with the Bank without the Bank's explicit written consent,
- 5/ not to keep funds related to operations in virtual currencies in accounts with the Bank without the Bank's explicit written consent.

§ 48

1. The Payment Service Provider undertakes to provide the Bank, at its request, with any and all information on:
 - 1/ performance of obligations related to counteracting money laundering and terrorism financing,
 - 2/ observance of sanctions and embargos.
2. The Payment Service Provider undertakes, in particular:
 - 1/ provide the Bank with information about the original principal and the final beneficiary of every transaction executed through the Bank, in line with the Rules on Payments and Collections Executed by Payment Service Providers and Their Agents on behalf of Third Parties published at www.mbank.pl/informacje-dla-klienta/msp-korporacje/,
 - 2/ to provide the Bank forthwith, at each request of the Bank, with any necessary information and detailed explanations regarding transactions which raised doubts of the Bank, authorised authorities or other payment market participants, in particular with regard to counteracting money laundering and terrorism financing and observing sanctions and embargoes.

§ 49

1. If a Payment Service Provider violates any one of the obligations arising from the provisions of this chapter, the Bank will consider it a gross violation of these Regulations. This gives the Bank the right to terminate the Bank Account Agreement without notice.
2. Notwithstanding § 49 (1) and § 58 hereof, the Bank may terminate the Bank Account Agreement with a two months' notice if, in the Bank's opinion, there are doubts as to whether the Payment Service Provider provides payment services with due diligence. In particular, the Bank may do this if it receives repeated complaints, enquiries and applications related to the provision of payment services by the Payment Service Provider from other users, authorised authorities or other payment service providers.
3. If a one month's notice is agreed on in the Agreement, then the Bank applies it in the cases described in § 49 (1)-(2).

CHAPTER 11 **Unauthorised Overdraft**

§ 50

If there is an unauthorised overdraft in a bank account, we charge interest at the statutory interest rate. The interest accrues from the date of the transaction resulting in the unauthorised overdraft until the date on which the overdraft is cleared.

§ 51

1. Any payments made to the Customer's overdrawn account count towards the Customer's obligations in the following order:
 - 1/ overdraft interest due to the Bank,
 - 2/ amounts owed to the Bank,
 - 3/ any other amounts due on the day the payments are made to the account.
2. If the Customer does not settle the debt arising from the unauthorised overdraft within up to 7 days from its occurrence, the Customer authorises the Bank to contractually offset its receivables on account of the overdraft against the Customer's receivable from the Bank (whether mature or not).
3. The Bank may offset the receivables arising from any:
 - 1/ current or auxiliary bank account agreement, or
 - 2/ term deposit agreement.
 The offset does not require any additional statement of the Bank.
4. If the account to which the offset amount is charged is held in a currency other than PLN, then the funds for coverage of the receivable will be converted into PLN to cover the Customer's liabilities in respect of the unauthorised overdraft. To this end, we apply the exchange rate given in the mBank S.A. Exchange Rates Table.

CHAPTER 12 **Bank Account Statements and Confirmation of Balances**

§ 52

1. We determine the account balance after each change in the account.
2. Bank account statements present, in particular, information on:
 - 1/ executed payment instructions and related settlements,
 - 2/ commissions and fees charged by us.
3. We provide the Customer with bank statements:
 - 1/ at a frequency indicated by the Customer in the Application,
 - 2/ in paper form, and/or
 - 3/ electronically, in the form of electronic files within the Internet-based electronic banking system, as selected by the Customer in the Application.

§ 53

1. We send bank statements in paper form by unregistered letter to the Customer's address indicated in the Application.
2. Account statements, including VAT account statements, which we make available electronically are prepared on electronic data carriers.
3. Each bank statement includes: the date of a given bank statement and the number of the Customer's account from which the statement was generated.
4. The day on which we make an account statement available electronically (as described in § 53 (2)) is considered to be the date of receipt of the statement by the Customer.
5. The Customer must inform the Bank as soon as possible that they do not have access to the content of account statements which we have made available to them electronically.
6. At the request of the Customer, we prepare copies of account statements for a fee.
7. We are not liable for any loss, distortion, or delay in making account statements available to the Customer electronically for reasons beyond the Bank's control arising in the course of providing the account statements through any cable or wireless communication device.

§ 54

1. The Bank may provide the service of making account statements available electronically in the form of electronic files within the Internet-based electronic banking system, to a Customer that concluded an electronic banking services agreement regarding the Internet-based electronic banking system with the Bank.
2. Account statements may be collected and viewed by the users of the Internet-based electronic banking system authorised by the Customer to view the balances and turnovers in the bank accounts within the Internet-based electronic banking system.
3. In order to use a service provided electronically in the form of electronic files within the Internet-based electronic banking system, the Customer needs to have access to a PC or a mobile device with parameters specified in the agreement referred to in Article 54 (1).

§ 55

1. If the Customer notices an account balance discrepancy, they must report it to the Bank within 14 days of receiving the account statement. In such a case, we investigate the complaint, provide the necessary information and correct the entry if the error is due to our mistake.
2. If the Customer does not raise any objections within 14 days of receipt of an account statement, this means that the Customer confirms the turnover and the balance of the account.
3. We execute instructions in accordance with their contents. The Customer is liable for any errors in the content of instructions they provided to us. We do not cancel account operations as a result of an error in the contents of the Customer's instruction. Any disputes arising in this connection are resolved between the parties without the involvement of the Bank.

§ 56

1. Bank sends to the Customer a notice of the account balance at the end of the calendar year. The Customer confirms the correctness of the balance by:
 - 1/ signing the notice in accordance with the Specimen Signature Card submitted by the Customer,
 - 2/ delivering the signed notice to the Bank within 14 days of receipt.If the Customer fails to do so, we will conclude that the Customer has confirmed that the balance is correct.
2. If there is a balance discrepancy, we check the reason for it. If the discrepancy is due to our mistake, we correct the balance and send the Customer a correction notice.

§ 57

1. The Customer may not use the funds which have been erroneously disbursed or booked.
2. We may, without the Customer's consent, cancel an incorrect posting which appears in the Customer's account through our or another bank's fault.
3. The Bank notifies the Customer of any correction of an account entry (debit/credit) in a bank statement.

CHAPTER 13

Termination of the Agreement and Closure of the Bank Account

§ 58

1. Each party to the Agreement may terminate it with a two months' notice period, but the Bank may do so only for important reasons. The Bank may terminate the Agreement without notice for any of the important reasons indicated in § 58 (2) (1)-(2), (6)-(16).
2. The Bank may terminate the Agreement in accordance with § 58 (1) for important reasons, and in particular when:
 - 1/ the Customer has breached the provisions of the Bank Account Agreement or these Regulations,
 - 2/ the Customer performs (or is suspected to perform) an illegal activity, where they, among other things, misuses the account or uses it to circumvent the law, or performs activity in breach of the Bank's business strategy,
 - 3/ the Customer has not paid any funds into the account for one month from the account opening date (the account balance is zero),
 - 4/ the account has shown no turnover for more than three months (excluding accrued interest), and the account balance does not cover fees and commissions due to the Bank for account maintenance,
 - 5/ the Customer did not repay the unauthorised debit balance together with due interest within the deadline set by the Bank,
 - 6/ the Customer provided false information or made untrue statements when entering into the Agreement or during its performance,
 - 7/ the Customer failed to submit, at the Bank's request, the FATCA statement required under the Act of 9 October 2015 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,
 - 8/ the Customer failed 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 (or the Customer's partners/shareholders) took or takes action which caused/causes or may cause damage to the Bank,
 - 10/ a bankruptcy petition has been filed or liquidation, restructuring or enforcement proceedings have been instigated with regard to the Customer, or if there is a risk of the Customer becoming insolvent,
 - 11/ the Customer disclosed information about the operation of the Internet-based electronic banking system, which may have a negative impact on the efficiency of the mechanisms that ensure security of orders,
 - 12/ the Customer was entered in the list published on the official website of the Polish Financial Supervision Authority (or its counterpart in another country), containing a public warning against dishonest entrepreneurs,
 - 13/ a situation occurred that made it impossible for the Bank to duly perform its obligations arising from the Act of 1 March 2018 on Counteracting Money Laundering and Terrorism Financing – that is when the Bank could not apply one of the due diligence measures specified in Article 34 (1) of the said Act,
 - 14/ a situation occurred that made it impossible for the Bank to duly perform its obligations arising from the Act of 1 March 2018 on Counteracting Money Laundering and Terrorism Financing other than those specified in § 58 (2) (13),
 - 15/ a situation took place where the Customer breached the provisions of the Act of 1 March 2018 on Counteracting Money Laundering and Terrorism Financing,
 - 16/ The Customer did not provide documents or information which they are obliged to provide at the Bank's request,
 - 17/ The Customer does not use the bank account for the purposes of their business activity,
 - 18/ the Bank's business strategy changes,
 - 19/ the Customer does not settle their liabilities towards the Bank when due,
 - 20/ the Customer uses their bank account for settlements which do not arise from their business activity,
 - 21/ the Customer uses the account to conduct an activity other than the one indicated in a register relevant for a given Customer.
3. If one of the parties terminates the Bank Account Agreement 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 we terminate the Bank Account Agreement without notice, the Bank Account Agreement terminates on the day on which we are notified that the termination notice has been delivered to the Customer. We inform the Customer forthwith about the Agreement termination date.
5. In the case of joint accounts, the Bank Account Agreement termination notice must be signed by all the account co-holders. An account co-holder may effectively terminate the Agreement on their own only when they hold powers of attorney granted by all the remaining account co-holders.
6. We may terminate the Bank Account Agreement in a part pertaining to one or multiple bank accounts, as indicated by the Bank, without notice. The Bank Account Agreement may be terminated partially only for the important reasons indicated in § 58 (2) (1)-(2) and (6)-(16). The provisions of § 58 (4) apply accordingly.
7. If the Bank Account Agreement provides for a one month's notice period, we apply it each time when terminating the Agreement (in whole or in part).
8. If any of the parties terminates the Agreement, the Framework Agreement for Financial Market Transactions or the Framework Agreement on Rules for Handling Financial Market Transactions is terminated as well (with a notice period specified in these Agreements), provided that:
 - 1/ the Customer settled all financial market transactions, and
 - 2/ the parties met all the obligations arising from the Framework Agreement for Financial Market Transactions or the Framework Agreement on Rules for Handling Financial Market Transactions.
9. The Agreement concluded for a fixed term terminates upon expiry of the fixed term.
10. Termination of the Agreement by the Customer is ineffective if:
 - 1/ the Customer has other agreements or transactions with the Bank or holds payment cards which prevent effective termination of the Agreement, or
 - 2/ the Agreement cannot be terminated under the law.

§ 59

1. Each of the parties terminates the Agreement in writing. The termination notice should be signed by persons authorised to make statements of intent with respect to the property rights and obligations of the party. If the Agreement is terminated by the Bank, we inform the Customer of the reason for its termination.
2. If the Agreement is terminated by the Bank, the Customer has to:
 - 1/ submit an instruction regarding the funds remaining in the accounts (they have to do it within 14 days from the receipt of the termination notice),
 - 2/ return the payment cards.
3. Before closing the account, we calculate the interest due to the Customer and charges the interest, commissions and fees due to the Bank.
4. We close the current or auxiliary account of the Customer after closing the VAT account (provided that we maintain a VAT account linked to the Customer's account), subject to § 60.

§ 60

1. In the case where a current or auxiliary account is about to be closed, but:
 - 1/ the balance of the VAT account linked to the account to be closed is positive, and
 - 2/ the Customer did not submit an instruction to transfer the funds to another VAT account maintained for the Customer with the Bank, the Customer must apply to the head of the tax office for a consent to crediting the funds deposited in the VAT account to the current or auxiliary account linked to the VAT account.
2. Only after we are notified of the decision made by the head of the tax office will we transfer the funds deposited in the VAT account to the account indicated in said decision. Then, we will close the VAT account.
3. If, on the day on which the Agreement is terminated, dissolved or expires for any other reason:
 - 1/ the VAT account balance is positive,
 - 2/ the Customer did not submit an instruction to transfer the funds to another VAT account maintained for the Customer with the Bank, or
 - 3/ we have 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,
 we credit the funds deposited in the VAT account to a separated technical account of the Bank (not held by the Customer). Then, we close the VAT account.
4. We will pay out the funds from the technical account when we receive information about a decision of the head of the tax office granting the consent to transferring the funds. We will transfer the funds to the account indicated by the Customer in a separate instruction.

§ 61

1. If the Customer fails to provide an instruction on using the positive balance of the closed current or auxiliary account within the time limit specified in § 59 (2), the balance will be posted to a non-interest bearing account of the Bank and placed at the Customer's disposal.
2. If the account is closed under a court decision, the balance of the closed account is transferred in accordance with the instruction included in this court decision.
3. Claims regarding the payment of the balance of a closed account expire after two years.

§ 62

The Customer is responsible for the performance of all obligations arising during the term of the Bank Account Agreement and associated with its implementation.

CHAPTER 14 **Commissions and Fees**

§ 63

1. For services stipulated in the Agreement we charge commissions and fees in line with the Tariff of Banking Fees and Commissions of mBank for SME and Corporates, Section I – Bank Accounts. The Tariff is appended to the Bank Account Agreement and constitutes its integral part.
2. The type and amount of fees and commissions may change. The changes in fees and commissions depend, in particular, on our operation service costs, including the market parameters such as the inflation rate, exchange rates, and reference interest rates set by the National Bank of Poland.
3. Whenever we amend the appendix referred to in § 63 (1), we publish it at www.mbank.pl/informacje-dla-klienta/msp-korporacje/. We also inform Customers when the amended appendix will be published and when it will enter into force. The day of the delivery of the amended appendix is considered to be the eighth day from the date of its publication on the Bank's website at www.mbank.pl/informacje-dla-klienta/msp-korporacje/.
4. The Customer undertakes to read, at least once a week, the information published on the Bank's website at www.mbank.pl/informacje-dla-klienta/msp-korporacje/.

5. If the Customer does not reject the amendments in writing within 14 days following the delivery of the appendix referred to in § 63 (3), we consider the amendments to be accepted and to apply to the parties from the effective date of the amendments.
6. The Customer's refusal to approve the changes to commissions and fees of mBank S.A. introduced in the appendix referred to in § 63 (3) within the deadline referred to in § 63 (5) constitutes termination of the Bank Account Agreement by the Customer. In such a case, the provisions of § 58 (1) apply accordingly.
7. The current rates of the Tariff of Banking Fees and Commissions of mBank for SME and Corporates and the information on changes in the rates are communicated to the Customers in the Bank's operating rooms or on the Bank's website at www.mbank.pl/informacje-dla-klienta/msp-korporacje/.

§ 64

We debit the Customer's account with commissions and fees for execution of a payment instruction on the day on which we execute the instruction. Departures from this rule may arise from individual provisions agreed on by the Bank and the Customer in the Bank Account Agreement or another agreement.

§ 65

1. Regardless of the balance in the Customer's account, we have the right to charge the Customer with:
 - 1/ commissions and fees under the Bank Account Agreement, and
 - 2/ amounts arising from financial market transactions entered into with the Bank on the basis of separate agreements.
2. Upon the termination of the Bank Account Agreement, we have the right to debit the Customer's account with the account administration fee for the entire calendar month started.

CHAPTER 15 **Amendments to the Regulations**

§ 66

1. The Bank can amend the provisions of the Regulations during the term of the Bank Account Agreement.
2. We provide the Customer with the new wording of the Regulations and the notification about the amendments at www.mbank.pl/informacje-dla-klienta/msp-korporacje/. We provide information on the publication date of the amendments and their effective date together with the amended Regulations.
3. The day of the delivery of the amendments to the Regulations is considered to be the eighth day from the date of their publication on the Bank's website at www.mbank.pl/informacje-dla-klienta/msp-korporacje/.
4. The Customer undertakes to read, at least once a week, the information published on the Bank's website at www.mbank.pl/informacje-dla-klienta/msp-korporacje/.
5. The Customer's refusal to accept amended provisions of the Regulations should be filed in writing. The Customer's refusal should be filed within 14 days from the delivery of the new wording of the Regulations or of the notification about the amendments to the Regulations. The Customer's refusal is tantamount to the termination of the Bank Account Agreement (in line with § 58 (1)).
6. If the Customer does not file refusal to accept the amended Regulations within 14 days from the date of delivery, we will conclude that the Customer has accepted them.

CHAPTER 16 **Final Provisions**

§ 67

1. The Bank is obliged to provide the data referred to in this paragraph to the National Bank of Poland in line with the Act on the National Bank of Poland.
2. In each subsequent financial year, Customers meeting the definition of a company provided in § 67 (4), and only such Customers, are obliged to submit to the Bank a statement on the number of employees in the Customer's company as at the end of each financial year. Customers submit the statement in mBank CompanyNet (the "Change of the company's data" application) or on the form "CLIENT'S STATEMENT ON THE NUMBER OF EMPLOYEES", the template of which is available at <https://www.mbank.pl/pomoc/dokumenty/msp-korporacje/obsługa-bieżąca/rachunki/>. Customers indicate on the form, among other things, the general number of employees (below 250 employees / at least 250 employees).
3. If a Customer referred to in § 67 (2) fails to submit the statement referred to in § 67 (2) in a given financial year, the Bank will assume that the number of employees in the Customer's company has not changed and the data in the Bank's possession is up to date.
4. A company is an entity whose main business activity consists in production, trade in goods or provision of non-financial services. The following are also considered companies:
 - 1/ sole proprietors if at the end of the last financial year they had more than nine employees as defined in § 67 (5),
 - 2/ state-owned companies and commercial law companies having the Treasury as their majority shareholder,
 - 3/ commercial law companies established by a municipality (gmina), district (powiat) or province (województwo) (municipal companies).
5. The number of employees refers to all persons in an employment relationship based on an employment contract, nomination, appointment, or election, including the owner and co-owners of the business entity (if they work in this entity) and contributing family workers. Hence, persons employed based on a contract for specific work or a contract of mandate and seasonal workers are not included. The number of employees is calculated as at the reporting date and covers both full-time and part-time employees (the number of part-time employees is not converted to FTEs).

§ 68

The Customer undertakes to read, at least once a week, the information for the Customers published on the Bank's website at www.mbank.pl/informacje-dla-klienta/msp-korporacje/.

§ 69

1. If the Customer uses direct debit (as the payer), they are bound by the "Principles of Execution of Settlements as Direct Debit" Regulations available at www.mbank.pl/pomoc/dokumenty/msp-korporacje/obsługa-bieżąca/obsługa-rozliczeń/.
2. The Customer is obliged to read this document. The Customer has the right to withdraw their consent for their account to be charged by direct debit if the Customer does not accept the provisions of the "Principles of Execution of Settlements as Direct Debit" Regulations.

§ 70

1. If an enforcement body seizes receivables from the bank account of the Customer against which enforcement proceedings or a security for claims procedure have been instituted, we apply provisions of the Code of Civil Procedure or the Act on Administrative Enforcement Proceedings.

2. In such a case, we cease to make payments from the Customer's account up to the level of the enforced receivables and we follow the instruction of the enforcement body.

§ 71

The Bank is fully liable for the deposited cash and ensures that it is adequately protected. The Bank is not liable for any damage that results from the actions of the Customer. The Bank is also not liable for any damage caused by circumstances beyond the Bank's control, including force majeure or actions taken by public authorities.

§ 72

1. Deposits (in PLN or in foreign currencies) of the following depositors are subject to protection by the Bank Guarantee Fund (BFG) on the terms laid down in the Act on Bank Guarantee Fund, Deposit Guarantee Scheme and Resolution of 10 June 2016 (the "BFG Act"):
 - 1/ natural persons,
 - 2/ legal persons,
 - 3/ organisational units without legal personality if they have legal capacity,
 - 4/ saving unions for school students,
 - 5/ employee cash assistance and loan funds.
2. If we maintain one account for several persons (a joint account), each such person is a depositor within the limits set in the Bank Account Agreement. Where there are no separate provisions in the Agreement or other regulations in this respect, each such person is a depositor in equal parts.
3. The guarantee protection, subject to the exceptions set out in the BFG Act, covers funds:
 - 1/ from the moment they are deposited in the account, not later than on the day preceding the fulfillment of the guarantee condition,
 - 2/ in whole up to the PLN equivalent of EUR 100,000 for amounts due arising from banking activities dated prior to the date of fulfillment of the guarantee condition.
4. We calculate the PLN equivalent of amounts denominated in EUR using the fixing rate of the National Bank of Poland applicable on the day of fulfillment of the guarantee.
5. The PLN equivalent of EUR 100,000 is the maximum amount of a depositor's claims against the BFG. It is irrelevant how much money the depositor held and in how many accounts with one bank as well as how many claims the depositor has against the bank.
6. Claims under the guarantee expire after five years from the day of fulfillment of the guarantee condition.
7. The BFG protection does not cover funds and amounts due to:
 - 1/ State Treasury,
 - 2/ the National Bank of Poland,
 - 3/ banks, foreign banks and credit institutions referred to in the Banking Law Act,
 - 4/ co-operative savings and credit unions and the 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 covered by the deposit guarantee scheme,
 - 9/ domestic and foreign insurance companies and reinsurance companies referred to in the Act of 11 September 2015 on Insurance and Reinsurance Activity,
 - 10/ investment funds, investment fund companies, foreign funds, management companies, and branches of investment companies referred to in the Act of 27 May 2004 on Investment Funds and the Management of Alternative Investment Funds,
 - 11/ open-ended pension funds, employee pension funds, universal pension companies, and employee pension companies referred to in the Act of 28 August 1997 on Organisation and Operation of Pension Funds,
 - 12/ local government units,
 - 13/ public authorities of an EU member state other than the Republic of Poland and of a third country, in particular central and regional governments as well as local government units of these countries.

§ 73

We keep bank account turnovers and balances secret. We disclose information on bank account turnovers and balances exclusively to the Customer and entities authorised in accordance with the applicable law.

§ 74

The regulations applicable to variable parameters, such as interest rates, deadlines for execution of the Customer's orders and other regulations applicable to bank accounts are available in the Bank's operating rooms and on the Bank's website. Such regulations are binding on the Customer as of the date on which they become effective.

§ 75

1. We will send statements of intent or knowledge or other information to the address provided by the Customer in the Agreement.
2. If the Customer fails to notify us of the change in their address, we will deem our written notices effectively delivered if sent to the Customer's last address known to us.
3. The date of the first advice note on a registered mail not delivered but sent to the Customer's address last known to us will also be deemed as the delivery date.
4. We are not liable for the consequences of the actions of the operator handling the bank's mail (e.g. the post office).
5. The provisions of § 74 (1)-(4) are without prejudice to the provisions of other agreements under which the Bank may provide the Customer with statements of intent or knowledge and notices with the use of the electronic banking system.

§ 76

1. We act as the controller of the personal data of the Customer and the Customer's representatives.
2. We process the personal data of the Customer and the Customer's representatives to conclude and perform the Agreement.
3. We process the personal data of the Customer and the Customer's representatives also:
 - 1/ for the purpose of conducting banking operations, i.e. for statistical and analytical purposes, for the purpose of developing, monitoring and modifying internal methods as well as methods and models pertaining to prudential requirements, including operational risk, handling complaints, asserting claims, preventing fraud, 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 mBank and mBank Group subsidiaries. The list of the subsidiaries is available at mbank.pl, in the mBank Group tab.
4. We process personal data of the Customer and the Customer's representatives for a period necessary to conclude and perform the Agreement to which the Customer is a party, 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 that period, we will anonymise the data.
 5. The Customer and the Customer's representatives:
 - 1/ have the right of access, rectification and transfer of their data, 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 Officer is held by the Bank's employee who may be contacted at: Inspektordanychosobowych@mbank.pl.
 7. We have described the way we process personal data in the GDPR Package available at www.mbank.pl/pdf/rodo/gdpr-package.pdf.
 8. Complaints about the way we process personal data may be lodged with the President of the Personal Data Protection Office, which is the supervisory authority for personal data protection.
 9. 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 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.
 10. We may disclose data, including personal data, of the Customer and the Customer's representatives to entities we entrust with data processing (for the purpose of performing agreements on the provision of services to the Bank).
 11. We have 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 administered by the Polish Bank Association with its registered office in Warsaw, 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 of 9 April 2010 on Disclosure of Business Information and Exchange of Business Data, if:
 - a/ the total amount of liabilities due to the Bank is at least PLN 500,
 - b/ the amounts are overdue for at least 30 days,
 - c/ at least one month has lapsed from the day on which the Bank sent to the Customer a request for payment warning that the Customer's data will be disclosed to such a bureau.
 12. 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 referred to in the Act of 9 April 2010 on Disclosure of Business Information and Exchange of Business Data, within the scope and on the terms specified therein.

§ 77

The Customer must not provide any illegal content to the Bank.

§ 78

1. The Customer may complain about our services provided under the Agreement:
 - 1/ at any of our branches which serve Customers. A list of branches and their addresses is provided on the Bank's website,
 - 2/ in writing or in speech (on the telephone or by contacting our employee) and
 - 3/ electronically, in particular, via the electronic banking system used at the Bank.
2. Each complaint should contain:
 - 1/ detailed description of the incident complained about,
 - 2/ Customer's expectations as to the manner of handling the complaint,
 - 3/ the Customer's bank account number, name, statistical number REGON, and
 - 4/ the details of the person making the complaint (first name, surname, telephone number and e-mail address).
3. We deal with complaints as quickly as possible. The deadline should not exceed 15 business days for us from the day we receive a complaint. In particularly complicated cases, we will extend the complaint response time to a maximum of 35 business days. We will notify the Customer of this fact.
4. After the complaint has been handled, we will notify the Customer of the result. Replies to complaints are provided in writing or with the use of another durable medium.
5. In the case when we reject a complaint, the Customer can request us to review the complaint again. The Customer files the request in writing within 14 days from the date of receipt of the reply to the complaint, providing the data referred to in § 77 (4).
6. Regardless of the complaint handling process, the Customer has the right to assert claims against us in accordance with the generally applicable laws.
7. Our activities are supervised by the Polish Financial Supervision Authority.
8. Provisions of § 77 (1)-(7) do not conflict with the provisions on complaint rights in Chapter 11 of the Regulations "Bank Account Statements and Confirmation of Balances".

§ 79

Pursuant to Article 384 of the Civil Code and Article 109 of the Banking Law Act, these Regulations are binding.

The Rules of Conduct in the Case of Change, Withdrawal or Discontinuation of a Benchmark.

Article 1. Definitions

The terms used in this Appendix have the following meanings:

1. Administrator	an entity which supervises the development of the Benchmark.
2. Benchmark Change Day	<p>the later of the following days:</p> <p>for Discontinuation Announcement</p> <p>1/ first day after 15 Business Days from the Discontinuation Announcement, or</p> <p>2/ first day on which the Benchmark was not published due to the Discontinuation Announcement.</p> <p>or</p> <p>for No Permit Announcement</p> <p>1/ first day after 15 Business Days from the No Permit Announcement, or</p> <p>2/ first day on which we cannot lawfully use a given benchmark in any agreement due to the No Permit Announcement.</p>
3. Central Counterparty	<p>a licenced central counterparty that provides settlement services for transactions which use the Benchmark and hedge against the risk of its changes. Central counterparties include:</p> <p>a) LCH Ltd,</p> <p>b) KDPW_CCP S.A., or</p> <p>c) other central counterparties.</p>
4. Adjustment	a value or an action applied to limit the economic effects of replacing the Benchmark with an Alternative Benchmark.
5. Quotation	<p>the price at which a transaction in an underlying instrument can be concluded. An underlying instrument is an instrument whose market value is measured by the Benchmark. Such an underlying instrument may be e.g. a deposit or financial instrument. We obtain quotations:</p> <p>a) in a time period close to that in which the Determining Entity normally publishes a given Benchmark;</p> <p>b) for a transaction with a value similar to the value of the Agreement, however not lower than the standard value for a given underlying instrument.</p>
6. Determining Entity:	<p>a) an authority supervising the Administrator,</p> <p>b) central bank responsible for the currency of the Benchmark,</p> <p>c) The Administrator, or</p> <p>d) an industry organisation which prepares suggestions for Benchmark replacement, indicated by a supervisory authority or central bank responsible for the currency of the Benchmark.</p>
7. Publication	publication of information on the value of the Benchmark.
8. Benchmark	an index or a benchmark used to determine the liabilities of the parties.
9. Alternative Benchmark	an index or a benchmark which replaces the Benchmark in situations described in the Appendix.
10. Event	failure to publish the Benchmark or a Regulatory Event.
11. Central Counterparty's Event	a situation where the Central Counterparty replaces the Benchmark it used so far in the settled transactions with the Alternative Benchmark.
12. Regulatory Event:	<p>1/ Discontinuation Announcement – a situation where the Determining Entity:</p> <p>a. issues an official statement that it permanently ceases (or will cease) to publish the Benchmark,</p> <p>b. did not appoint any other entity which would continue to calculate or publish the Benchmark by the time the statement was published;</p> <p>2/ No Permit Announcement – a situation where a reliable source announces that:</p> <p>a. The Benchmark will not be registered or a decision on the equivalence of the Benchmark will not be issued, or</p> <p>b. The Determining Entity has not received a permit/registration to develop a given Benchmark, will not receive it, or its permit/registration has been revoked or suspended.</p>
13. applying the Benchmark on a given day	means that we use the Benchmark published on this day to determine the value of the parties' liabilities.
14. applying the Alternative Benchmark from a given day	means that we use the Alternative Benchmark (after Adjustment) from this day, on the days on which the Benchmark was supposed to be used under the Agreement.

15. Agreement	the agreement between the parties to which this Appendix refers;
16. Appendix	this appendix.

Verbs used herein in plural form, such as “we determine”, “we select” or “we change” mean actions performed by the Bank.

Article 2. Alternative Benchmark

1. We apply the Alternative Benchmark instead of the Benchmark in the case of:
 - a) Regulatory Event – from the Benchmark Change Day, or
 - b) failure to publish the Benchmark unrelated to a Regulatory Event – from the day on which the Benchmark was not published until the day of its republication.
2. If, from the day on which a Regulatory Event occurred until the Benchmark Change Day:
 - a) the Benchmark was not published, or
 - b) we cannot lawfully apply the Benchmark,
 then:
 - c) we determine and apply the Alternative Benchmark without waiting until the Benchmark Change Day,
 - d) we determine and apply the Alternative Benchmark again from the Benchmark Change Day.

As the Alternative Benchmark we may use:
1. The Alternative Benchmark used by the Central Counterparty instead of the Benchmark,
2. the Alternative Benchmark recommended by the Determining Entity instead of the Benchmark,
3. the Alternative Benchmark selected by us – the Alternative Benchmark applied by us instead of the Benchmark in derivative transactions on the interbank market;
4. arithmetic mean of the Quotations received – only when we received at least two Quotations,
5. a reference rate applied by the central bank responsible for the currency of the Benchmark – only if we could not apply the previous methods.

3. We select one of the methods listed in the table in an economically justified manner. We take the following into account:
 - a) practice on the interbank market, and
 - b) solutions we used on the interbank market.
4. If we cannot freely select the method, we apply the methods according to the order in the table. If a given method does not yield any results until the Benchmark Change Day, we use the subsequent one. If several Determining Entities or several Central Counterparties recommend an Alternative Benchmark, we apply the Alternative Benchmark recommended by the first entity listed in the definition.
5. If the Alternative Benchmark after adjustment is available at the end of the period for which interest is calculated (so that the Alternative Benchmark after adjustment is available later than the one it replaced), actions requiring the determination of the amount of the Alternative Benchmark after adjustment are performed by us at a later date (e.g. we communicate the amount of interest due at a later date).

Article 3. Adjustment

1. After determining the Alternative Benchmark, we determine the Adjustment.
2. The Adjustment changes the value of the Alternative Benchmark. The Adjustment may be:
 - a) negative, positive, or zero,
 - b) defined with a formula or a calculation method.
 The Adjustment may be a one-time payment.
3. Once we determine the Adjustment, we apply it throughout the entire period of application of the Alternative Benchmark.

The Rules of Conduct in the case of applying the Alternative Benchmark applied or recommended by another entity	
Case	Procedure
a) entity recommended the Adjustment	we apply such Adjustment
b) entity did not recommend any Adjustment	we do not apply the Adjustment
c) entity did not refer to the issue of the Adjustment	we apply the Adjustment determined by us in an economically justified manner, with the purpose of the Adjustment in mind
d) we apply the mean of Quotations as the Alternative Benchmark	we do not apply the Adjustment
The Rules of Conduct in the case of applying a central bank’s reference rate as the Alternative Benchmark	
1. We add the Adjustment to the value of the Alternative Benchmark.	
2. The Adjustment is equal to the historical median of the differences between the Benchmark and the reference rate: <ol style="list-style-type: none"> a) for the period of 24 months (or shorter, if the Benchmark or the reference rate was published for a shorter time) before: <ol style="list-style-type: none"> i. the Benchmark Change Day, or ii. the first day on which we apply the Alternative Benchmark due to failure to publish the Benchmark (when there is no Benchmark Change Day); b) for differences from each day in the reviewed period, in which both the Benchmark and the reference rate were published. 	

Article 4. Central Counterparty's Event

1. When a Central Counterparty's Event not resulting from a Regulatory Event occurs, from the day of its occurrence instead of applying the Benchmark we can use:
 - a) the Alternative Benchmark instead of the Benchmark,
 - b) the Adjustment
 applied by the Central Counterparty.
2. If we cannot freely decide whether to apply Article 4 (1) in the case of a Central Counterparty's Event, we apply Article 4 (1) always when it occurs with regard to LCH Ltd.

Article 5. Notices and Reservations

1. We provide the Client with information on the type of the Alternative Benchmark and Adjustment determined by us. We follow the procedure indicated in the table below:

Event	Procedure	Time limit
Regulatory Event	We determine the Alternative Benchmark and Adjustment. We inform the Client of this fact.	Five Business Days after the Benchmark Change Day
Failure to publish the Benchmark (for a reason other than a Regulatory Event)	We determine the Alternative Benchmark and Adjustment. We inform the Client of this fact.	Five Business Days after the failure to publish the Benchmark
Central Counterparty's Event	We notify the Client if we adopted the Alternative Benchmark and Adjustment of the Central Counterparty.	Five Business Days from the Central Counterparty's Event
We determined the Alternative Benchmark and Adjustment	The Client may submit his/her reservations with a justification. It does not constitute a complaint.	Five Business Days from the day on which the Client received the information from us
We received reservations from the Client	We verify the reservations and: <ol style="list-style-type: none"> a) if we accept them in part or in whole – we inform the Client of the changes to the Alternative Benchmark or Adjustment; b) if we reject them – we send a reply with a justification to the Client. We apply the Alternative Benchmark and Adjustment determined by us to the Agreement. 	Five Business Days from the day on which we received legitimate reservations

Article 6. Miscellaneous Information

1. If the Alternative Benchmark permanently replaces the Benchmark used so far, the provisions of the Appendix referring to the Benchmark used so far are applied to the Alternative Benchmark, including the Adjustment.
2. A change in the method of determining the Benchmark, including a change deemed significant by the Administrator, does not constitute:
 - a) change in the terms of the Agreement,
 - b) basis for the Adjustment.
3. We publish information on the Benchmarks and Alternative Benchmarks on our website: <https://www.mbank.pl/pomoc/akty-prawne/wskazniki/>
4. We publish information on the Alternative Benchmarks and Adjustments used by us on our website (<https://www.mbank.pl/pomoc/akty-prawne/wskazniki/>) and:
 - a) in a manner provided in the Agreement,
 - b) in the mBank CompanyNet system – if the Client uses it to communicate with us, or
 - c) in writing – in every other case.
5. If the Agreement provides for written communication, the time limits for notifications are calculated from the day on which information is published on our website.