

This mBank Service Agreement for Accepting and Routing Customer Orders to Buy or Sell Financial Instruments is made in Łódź with effect as of,, by and between:

.....
[This is where the personal particulars of the Customer shall be entered by mBank.]

and:

BRE Bank SA with its registered office in Warszawa, at 16, Senatorska St., 00-950 Warszawa, entered into the Register of Entrepreneurs of the National Court Register maintained by No. 12 Economic Division of the National Court Register in the District Court for the capital city of Warsaw against number KRS 0000025237, hereinafter referred to as **mBank**, represented by:

§ 1.

1. Under this Agreement mBank commits itself to rendering, on behalf of its Customer, the services related to accepting and routing to Dom Inwestycyjny BRE Banku SA (*the BRE Bank S.A. Investment House*) the orders to buy or sell financial instruments, as well as other instructions connected with trading in securities. It is only the financial instruments traded through Dom Inwestycyjny BRE Banku SA, hereinafter referred to as DI BRE, whose buy or sell orders may be accepted for execution.
2. The services related to accepting and routing orders to buy or sell financial instruments shall be performed through the access channels as specified in Subparagraph 1 of Paragraph 3 below and in the Regulations Governing mBank Services Related to Accepting and Routing Customer Orders to Buy or Sell Financial Instruments, hereinafter referred to as the Regulations. It is the provisions of the Regulations that shall apply to issues not regulated by this Agreement. The Regulations constitute an attachment to this Agreement, and are also available on the website www.mbank.com.pl.

§ 2.

1. mBank declares hereby that the performance of the services specified in this Agreement shall fall within the scope of the approval obtained by mBank from the Polish Securities and Exchange Commission.
2. The Customer declares hereby that he/she:
 - has a Current E-Account (eKonto) No. from which money shall be transferred to his/her Investment Account held with DI BRE and to which money shall be transferred from his/her account held with DI BRE in connection with the executed orders;
 - has familiarized himself/herself with the Regulations and accepts all its provisions including those related to the terms and conditions of placing and routing orders to buy or sell financial instruments;
 - gives his/her consent to have his/her personal data, as well as his e-account number and particulars of the orders to buy or sell financial instruments placed by him/her, transmitted by mBank to DI BRE within the scope as required for performing the services specified in this Agreement;
 - gives his/her consent to have his/her personal data, as well as information about the subject matter of this Agreement and the number of his Investment Account held with DI BRE, transmitted by mBank to Centrum Rozliczeń i Informacji CERI Sp. z o.o. (the Centre of Settlements and Information - CERI Ltd.) headquartered in Aleksandrów Łódzki, hereinafter referred to as CERI, whose business activity is focused on operations related to servicing mBank Customers;
 - gives his/her consent to mBank's receiving from DI BRE information related to the number of the Investment Account held by him/her with DI BRE as well as the particulars of the transactions executed through DI BRE under the orders placed by the Customer

and of the status of that account, and he/she further gives his/her consent to have the above data processed, in particular with a view to enable the Customer to check the current status and value of the financial instruments held by him/her, and the status of his/her funds;

- gives his/her consent to have his/her instructions given by phone recorded and to have them stored in magnetic or optical data carriers.

§ 3.

1. Under this Agreement, the Customer may place orders to buy or sell financial instruments by giving his/her instructions by phone or through electronic data carriers (mBank websites);
2. mBank shall stipulate a possibility to schedule breaks, in particular: maintenance breaks, into the process of receiving instructions and orders.
3. mBank shall place orders to buy or sell financial instruments under the instructions given by the Customer by phone or through electronic data carriers.
4. The Customer shall authorize mBank, with the right granted to mBank employees within the scope of appointing further agents:
 - a) to place, in his/her name, orders to buy or sell financial instruments, or any other instructions - under the instructions received from the Customer by phone or through electronic data carriers, and to route them to DI BRE;
 - b) to conclude with DI BRE, in the Customer's name, the Brokerage Agreement (for brokerage services to be rendered by Dom Inwestycyjny BRE Banku SA on behalf of the Customer of the Bank) in accordance with the current sample of the said Agreement accepted by DI BRE;
 - c) to draw and transfer – from the Customer's account run by DI BRE under the Brokerage Agreement concluded by the Customer with DI BRE - funds to cover the submitted bids for financial instruments as well as the Customer's other liabilities to DI BRE, in particular those related to the fees and commissions owing to DI BRE.
 - d) to use any and all of the Customer's assets deposited with DI BRE in order to discharge, in a manner as indicated by mBank or DI BRE, DI BRE's claims enforceable against the Customer in connection with the Brokerage Agreement concluded by the Customer with DI BRE.
5. Within the scope to which it is referred in Subparagraph 4c) and 4d) above:
 - a) mBank shall be authorized to appoint further agents (under its substitutive powers of attorney) in DI BRE (with the right for DI BRE to appoint further agents from among the persons employed with DI BRE), and it is both mBank and DI BRE that may each be the other Party to legal transactions effected by them in the name of the Customer;
 - b) the above powers shall be irrevocable, they shall not expire on the death of the principal, and shall be binding also after the expiry or termination of this Agreement or of the Brokerage Agreement concluded by the Customer with DI BRE till all DI BRE's claims enforceable against the Customer in connection with the above said agreement are discharged.
6. mBank shall be authorized, within the scope as specified in Subparagraph 4b), to appoint further agents (under its substitutive powers of attorney) in CERI, with the right for CERI to appoint further agents from among the persons employed with CERI.

§ 4.

mBank commits itself to keeping secret the content of the Customer's orders subject to the exceptions for which it is provided in this Agreement and in the binding laws.

§ 5.

1. This Agreement has been concluded for an indefinite period of time. The terms and conditions as well as the procedure related to terminating this Agreement shall be specified in the Regulations.
2. This Agreement has been made in two identical copies, one for each of the Parties.
3. This Agreement shall become effective as of the date at which it is signed by both the Parties, and upon DI BRE notifying mBank of its having opened an investment account in the name of the Customer, held with DI BRE.

ATTENTION!

Please, fill in this Customer Information Form. Your failure to submit the signed Form to us shall prevent us from activating the eBROKER / eMAKLER service.

*SIGNATURE
OF THE ACCOUNT HOLDER
shall be treated by mBank
as a specimen signature)*

*Office seal and signature(s)
of person(s) (the signature
affixed here acting for the Bank*

READ ONLY