

Dear Sir / Madam,

If you wish to order an mBank payment card you should send to mBank 2 copies of the Agreement for the Use of mBank Payment Cards, duly signed.

The following has to be done:

- \* file with 2 copies of the Agreement downloaded through the Internet;
- \* Agreement Forms printed;
- \* printed forms of the Agreement filled in and duly signed;
- \* signed documents (2 copies of the Agreement) sent to the address: mBank, Bankowość Detaliczna BRE Banku SA; P.O. Box 2108; 90-959 Łódź 2.

**Your returning a signed copy of the Agreement for the Use of mBank Payment Cards is not tantamount to your ordering such a card and shall not be the basis for executing any instructions related to mBank payment cards. Should you wish to order such a card and to give an instruction pertaining to mBank payment cards, please contact mLine at: 0801 300 800.**

The Agreement enclosed below shall constitute the only binding offer of mBank within the scope of issuing and using mBank payment cards. No amendments made to the provisions of this Agreement shall be binding for mBank, and such amendments shall result in its not taking effect.

Any attempts at introducing changes to this Agreement shall be construed as a deceit under the Civil Code provisions unless a separate statement is filed with mBank stating clearly the fact of having changed, altered or modified the mBank offer.

.....  
Name and Surname:

.....  
Mailing Address:

.....  
Mailing Address:

**This Agreement for the Use of mBank Payment Cards** is made with effect as of ....., ..... *(to be filled in by the Bank)*, by and between the Electronic Banking Department of BRE Bank Spółka Akcyjna with its registered office in Warszawa, hereinafter referred to as **mBank**, represented by: ..... *(to be filled in by the Bank)*

and

Mr

/

Ms:

Name & Surname: .....

Domiciled at: .....

PESEL<sup>1</sup>: .....

Type of ID document: ....., its Series: ..... and Number: .....

Contact Telephone Number: .....

hereinafter referred to as **the Holder.**

§1.1. The Parties hereby conclude this Agreement for the Use of mBank Payment Cards under which mBank commits itself:

1. to issuing, at the Holder's request, payment cards in connection with the accounts held by the Holder; -/-
  2. to handling the payment cards issued;
- on terms and at dates as specified in this Agreement and in the mBank Regulations Governing Debit Cards Issuance and Use, hereinafter referred to as the Regulations.

§ 1.2. The types of payment cards and the bank accounts in connection with which they are issued shall be specified in the Regulations which, together with the Card Issuance Confirmation and the mBank Tariff of Banking Fees and Commissions constitute an integral part of this Agreement.

§ 1.3. The Holder declares hereby that he/she has received the Regulations and the Tariff to which it is referred in Subparagraph 1.2 above, that he/she is aware of the content of each, and commits himself / herself to abiding by them.

§ 2.1. This Agreement shall become effective, to the extent to which it refers to a given payment card, as of the date at which mBank accepts the application for issuing the card, in accordance with the Regulations.

§ 2.2. Should a card scheduled for renewal be issued before 1<sup>st</sup> October, 2003, this Agreement shall become effective as of the renewed card receipt date.

§2.3. This Agreement shall cover the cards as indicated in the Regulations.

§ 2.4. The duration of this Agreement, to the extent to which it refers to a given payment card, shall be identical with the duration of the respective card, as indicated in the Regulations.

§ 2.5. Upon the expiry of a given payment card this Agreement shall be extended, to the extent to which it refers to the respective card, for another period identical with the duration of the renewed card, should neither of the Parties resign the card auto renewal under the procedure and on the terms and conditions as specified in the Regulations.

§ 3.1. The Holder shall have the right to withdraw from this Agreement, to the extent to which it refers to a given payment card issued under it, without providing the grounds for such withdrawal, within 14 days of the date of receiving the card, should no transaction be executed with the use of such a card by then.

§ 3.2. The Holder shall keep within the time limit set for withdrawing from this Agreement should he/she submit, before the expiry of the term, a written Declaration of Withdrawal from the Agreement for the Use of mBank Payment Cards.

§ 3.3. Information on the manner in which the Declaration of Withdrawal from the Agreement for the Use of mBank Payment Cards should be submitted shall be published on the mBank website and made available through mLine.

§ 3.4. Should the Holder withdraw from this Agreement in accordance with Subparagraph 3.1, mBank shall:

1. return to the Holder, with no delay, the Card Issuance Fee;

2. have the right to charge the card issuing costs to the Customer's account, in an amount equal to the fee for issuing a duplicate card.

§. 4. This Agreement has been made in two identical copies, one for each of the Parties.

§. 5.1. Any and all amendments to this Agreements, to the exclusion of:

1. changes to the fees and commissions;
  2. amendments to the Regulations made in accordance with the provisions of the Regulations;
- shall be null and void unless made in writing.

§ 6. The Account Holder hereby gives his/her consent to have his/her personal data, as well as other information pertaining to the subject matter of this Agreement and to the execution of its provisions, falling within the scope of a banking secret, transmitted by mBank to Centrum Rozliczeń i Informacji CERI Sp z o.o. (the Centre of Settlements and Information - CERI Ltd.), a company headquartered in Aleksandrów Łódzki, whose business activity is focused on operations related to servicing mBank Customers;

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

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

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and Mr / Ms:

Name & Surname: .....
Domiciled at: .....
PESEL: .....
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of person(s) (the signature  
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READ ONLY