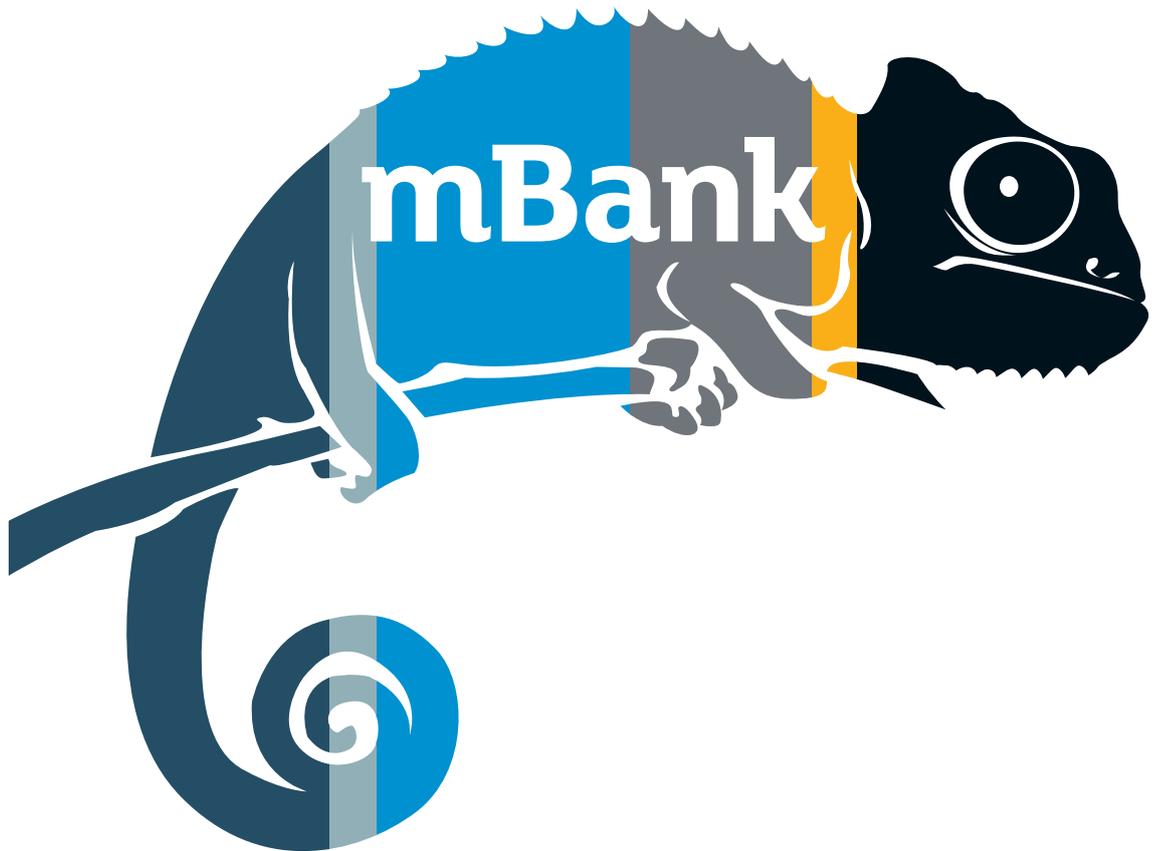


# Terms and conditions for using the flexible package for small and medium-sized enterprises at mBank S.A.

Warsaw, May 2018



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

## Article 1

The "Terms and Conditions for Using the Flexible Package for Small and Medium-Sized Enterprises at mBank S.A.", hereinafter referred to as the "SME Package," set forth the rules governing the acquisition, performance and expiry of the entitlement of a Holder of a current account with mBank S.A. (the "Account Holder") to avail himself of the Flexible SME Package of mBank S.A. (the "Bank").

## Article 2

The SME Package may be used by an Account Holder who:

- 1/ maintains his business records in the form of books of account,
- 2/ attained net sales revenues in the preceding financial year not exceeding PLN 50,000,000 or the equivalent in another currency.

## Article 3

1. To obtain entitlement to the SME Package, the Account Holder submits an "Application to Open/Change an Integrated Bank Account" at a branch of the Bank with an indication of the SME Package applied for.
2. To obtain the SME Package it is necessary to conclude an Integrated Bank Account Agreement (the "Agreement") between the Bank and the Account Holder containing provisions on using the SME Package or an Annex applied in the case when the Account Holder is a party to the Integrated Bank Account Agreement concluded with the Bank.
3. On the day of entry into effect of the Agreement or the Annex on the entitlement to the SME Package the Account Holder entitlement to use his previous version of the SME Package expires.

## Article 4

Within the transaction module of the SME Package, the Account Holder is entitled to:

- 1/ a reduced overall monthly fee for maintaining his current bank account and for using the internet electronic banking system,
- 2/ a reduced fee for PLN transfers submitted via the internet electronic banking system,
- 3/ a reduced fee for the execution of Express Elixir and Blue Cash transfers,
- 4/ a reduced fee for the execution of SEPA transfer orders,
- 5/ a reduced fee for using additional modules of the internet electronic banking system,
- 6/ a reduced fee for using the mBank CompanyMobile service,
- 7/ a reduced fee for using the mBank CompanyConnect Classic service,
- 8/ preferential prices when using VISA Business debit PayWave, Visa Business PayWave and MasterCard Corporate PayPass payment cards,
- 9/ use of Automatic One-Day Deposits with the following parameters, on condition that he has concluded with the Bank an "AUTOMATIC OVERNIGHT DEPOSIT - AGREEMENT ON THE MAINTENANCE OF AUTO OVERNIGHT"
  - a/ account, from which funds are rebooked to the Auto Overnight, is a current account in PLN and/or one indicated auxiliary account in EUR/USD,
  - b/ time of rebooking the funds in excess of the minimum balance in the current account to the Auto Overnight every day,
  - c/ minimum balance remaining in the current account: PLN 25,000, minimum balance remaining in the indicated auxiliary account: USD/EUR 10,000, adequately to the currency of the auxiliary account,
  - d/ minimum amount paid into a one-day term deposit: any amount in excess of the minimum current account balance discussed under letter c.

## Article 5

1. Within the financial module of the SME Package the Account Holder has the right to apply for products bearing credit risk in the scope of fast credit paths available in the Bank. The valid list of products available within those paths is available on the website of mBank Group ([www.mbank.pl](http://www.mbank.pl)).
2. The maximum amount of the loan depends on the Bank's assessment of the Account Holder's financial situation and on the level of the cash flow from the Account Holder's business activity to the accounts at the Bank indicated by the Account Holder or a statement of transferring accounting inflows from other banks to accounts at the Bank.

## Article 6

Within the foreign currency module of the SME package the Account Holder gains the right to:

- 1/ use of the FX platform,
- 2/ individually negotiate the rates of spot FX transactions.

## Article 7

1. Within the group module of the SME package the Account Holder has the right to use the entitlements mentioned in Article 4 and to an additionally reduced total monthly fee for administration of the current bank account and for the use of the Internet banking system and for the use of an automatic overnight deposit account.
2. The group module may be at one time made available to at least two Account Holders linked in terms of capital or organisation, i.e. by an owner/co-owner/ shareholder.

## Article 8

1. During the validity of the Agreement, the Bank may introduce changes to the Conditions for SME's.
2. The Account Holder shall receive information on changes to the Conditions for SME's introduced during the validity of the Agreement, together with an indication of the date on which they come into effect. Information on the changes shall be delivered, subject to (3), by registered mail against confirmation of receipt, or handed to the Account Holder with suitable confirmation of receipt.
3. In the case when the Account Holder uses the Internet e-banking system on the basis of an agreement concluded with the Bank, serving the information referred to in (2) may alternatively take form of a hyperlink located on the Internet e-banking system website, directing to the mBank Group website ([www.mbank.pl](http://www.mbank.pl)), containing the text of amended Conditions for SME. Along with the hyperlink, the date of publication of the amended Conditions for SME and the information on the effective date of those changes will be displayed on the Internet e-banking system website. The date of serving the amended Conditions for SME to the Account Holder shall be deemed to be the eighth day from the date of publication of the amendments to Conditions for SME on the mBank Group website at the address [www.mbank.pl](http://www.mbank.pl).
4. The Account Holder is obliged by the Bank to read the banking information provided through the Internet e-banking system, in particular, information on amendments to Conditions for SME, at least once a week.

## Article 9

The Account Holder's entitlement to use the SME Package expires in the following cases:

- 1/ dissolution of the bank account agreement – on the date of dissolution of the bank account agreement,
- 2/ written termination of the bank account agreement in the part referring to the entitlement to use the SME Package, made by the Account Holder. In such a case, the Bank shall provide the Account Holder with a document confirming the reason, effect and date of expiry of the Account Holder's entitlement to use the SME Package falling no later than 30 days from the date of delivery of the notice of termination to the Bank,
- 3/ written termination of the bank account agreement in the part referring to the entitlement to use of the SME Package made by the Bank for significant reasons, in particular due to non-performance or improper performance by the Account Holder of the obligations arising from the agreements concluded by the Account Holder with the Bank, including those necessitating termination of those agreements or submission to the Bank of a fraudulent statement in the "Application to Open/Change an Integrated Bank Account". The document of termination shall contain the reasons for the termination, its effects, and the date of expiry of the Account Holder's entitlement to use the SME Package, falling not later than 30 days from the date on which the notice of termination by the Bank was drawn up.

## Article 10

Following expiry of the Account Holder's entitlement to use the SME Package, the Account Holder is entitled to use banking products and services under general rules with the following exceptions:

- 1/ except when his bank account agreement has been dissolved, the Account Holder may use the payment cards issued as part of the SME Package until the date of expiry of these cards,
- 2/ the "Automatic Overnight Deposit – Agreement on the maintenance of Auto Overnight" shall be dissolved on the date of termination of the Account Holder entitlement to use the SME Package.

## Article 11

The Account Holder using the SME Package may avail himself/herself of the products offered by the Bank under the general rules, provided it is not in contradiction with these Conditions.

## Article 12

All preferences regarding the applied commissions and fees are defined in the Tariff of Banking Fees and Commissions of mBank for SME and Corporates.

## Article 13

1. The Account Holder may file a complaint about the services rendered by the Bank under the Conditions.
2. Complaints may be filed with every organisational unit of the Bank providing customer service. The list of organisational units of the Bank together with their addresses is published on the official website of mBank Group.
3. Complaints may be filed in writing, verbally – by phone or in person during a meeting with the Bank's employee or electronically, in particular via the electronic banking system mBank CompanyNet.
4. Each complaint should contain a detailed description of the questionable event, the Account Holder's expectations regarding the way of resolving the complaint, bank account number, name and statistical number REGON of the Account Holder and data of the person filing the complaint (first name, last name, phone number and e-mail address).
5. The Bank handles complaints forthwith, as soon as possible; however, the deadline for handling a complaint and for providing a reply should not exceed 30 calendar days from the date of receipt of the complaint by the Bank. In particularly complicated cases which make it impossible to handle a complaint and provide a reply within the time limit stated in the previous sentence, it is acceptable to extend the deadline for handling a complaint and providing a reply to a maximum of 60 days; if that is the case, the Bank notifies the Account Holder accordingly.
6. Having handled the complaint, the Bank notifies the Account Holder about the result of the complaint procedure. Replies to complaints are provided in writing, with the use of other durable medium, or - in the case of an Account Holder being a legal person or an organisational unit without legal personality - by e-mail.
7. In the event when the claims arising from the complaint are not acknowledged, the Account Holder may request the Bank to reconsider the complaint within 14 days from the date of receipt of the reply to the complaint. The request should be made in writing. The request should contain the data referred to in (4).
8. The provisions of (1)-(7) do not limit the Account Holder's right to pursue claims against the Bank in accordance with generally applicable law.
9. The Bank's operations are supervised by the Polish Financial Supervision Authority (KNF).