

## Amendments to the Regulations on Providing Credit Risk Bearing Products

### Dear Clients,

The amended Regulations on Providing Credit Risk Bearing Products will come into force on 15 July 2026.

We introduced the following key amendments:

- we defined more terms in Chapter 1,
- we specified in more detail the principles of repayment of receivables in Chapter 10,
- we supplemented the information on events of default by the Client in Chapter 13,
- we also introduced other clarifications – you can find their full list and the current text of the Regulations (effective as of 15 July 2026) on our website: <https://www.mbank.pl/pomoc/dokumenty/msp-korporacje/finansowanie/>

In addition, we made some minor editorial changes to the Regulations.

A detailed list of the modifications (with amended provisions marked in blue and in italics) is presented below.

List of amendments to the Regulations on Providing Credit Risk Bearing Products.

### The amended Regulations enter into force on 15 July 2026.

#### Chapter I. Definitions of basic terms used in the regulations

Definition Invoice will read as follows:

*A document issued by the Supplier confirming the sale of goods, a right or a service, which as of the date of its preparation meets the legal requirements. An Invoice:*

- 1/ is issued using the National e-Invoice System (provided that its issuer is obliged to do so) or in another manner compliant with the law, or*
- 2/ is a representation of the data resulting from item 1/, entered into mBank InvoiceNet, in connection with the sale of goods, rights or services by the Debtor or the Supplier to the Client or the Borrower, respectively.*

Definition Borrower will read as follows:

*A Client with whom the Bank concluded a Loan Agreement or a Liability Payment Agreement.*

Definition Base Rate (Benchmark) will read as follows:

*The index or benchmark specified in the Agreement, including ON RFR (overnight risk-free rate), compounded RFR, or RFR Compounded by the Administrator, which is used to determine the amount of interest or other remuneration due to the Bank. The procedure to be followed in the event of changes to, cessation of provision or cessation of publication of a Benchmark is specified in Appendix No. 1 to the Regulations. The terms Base Rate and Benchmark are used interchangeably.*

Definition RFR Compounded by the Administrator will read as follows:

*A base rate calculated by the Administrator by compounding daily ON RFRs.*

Definition Liability Payment Agreement will read as follows:

*An agreement concluded between the Borrower and the Bank specifying the rules for repaying the Borrower's liabilities and the terms and conditions of the Borrower's financing by the Bank.*

#### Chapter X. Repayment of receivables

Point 1 and 2 shall read as follows:

- The Client is obliged to repay the Bank's receivables, interest, commissions, fees and costs under the Agreements and the Collateral Agreements in a timely manner before any other payments, in the currency of the Product or an equivalent in another currency. After notifying the Bank in advance and concluding an amendment setting a new repayment date, the Client may repay the receivables before the date set out in the repayment schedule (from the date following the date of Drawdown disbursement), provided that the Client pays the fees set out in the Agreement and in the Tariff of Banking Fees and Commissions of mBank for SME and Corporates. The obligation arising from the preceding sentence does not apply to overdraft facilities and revolving loans.*
- The date of repayment of the Client's liability is the day of debiting the Account or Accounts in accordance with the Agreement. In the absence of sufficient funds in the Accounts indicated in the Agreement, the date of repayment of the Client's liability is the Business Day on which the funds are credited to the Bank's account.*

#### Chapter XIII. Events of default and their consequences

Point 1, sub-points 6/ shall read as follows:

- 6/ initiation of any civil, administrative, criminal or other proceedings, the result of which, in the Bank's opinion, could threaten the Client's or the Debtor's financial standing or existence, including (but not limited to) proceedings resulting in restrictions on the Client's or the Debtor's use of funds*

Point 2 shall read as follows:

2. *If an Event of Default occurs, the Bank may withhold the Client's or the Debtor's right to further use the Product (and, in the event of the Client's or the Debtor's failure to meet the deadlines for repayment of obligations under the Agreement, also the right to use the funds held in bank accounts maintained by the Bank for the Client or the Debtor until all due obligations have been fully repaid) or, after notifying the Client or the Debtor in writing, undertake the following activities of its own choice and in preferred order, taking into account the nature of the Product*