

Regulations on providing credit risk bearing products

Effective as of 31 January 2019



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These Regulations on providing access to products bearing credit risk, hereinafter referred to as the "Regulations", have been issued in accordance with Article 109 of the Banking Law.

CHAPTER I DEFINITIONS OF BASIC TERMS USED IN THE REGULATIONS

Letter of credit	a documentary letter of credit in foreign or domestic trade, referred to in Article 85 of the Banking Law, not covered in advance by the Applicant, made available on the principles specified in the Regulations and in the agreement on providing the Product,
The Bank	mBank S.A. with its registered seat in Warsaw,
Beneficiary	the entity entitled to demand payment under the Guarantee or the Letter of credit,
Drawdown	the amount of the loan paid under the Payment Order,
Debtor	the entity liable for repayment of a Trade Receivable due to the Supplier, resulting of sales agreements or delivery of commodities, services or rights,
Supplier	the entity selling goods, services or rights to the Debtor,
Grace Period	period after the invoice payment date indicated thereon (permissible delay period) during which the Bank charges contractual discount interest instead of interest for delay,
Business Day	each day from Monday to Friday, excluding any public holidays, on which the Bank carries out its operations covered by the Regulations,
Bills of Exchange Discounting	purchasing by the Bank the rights under a Bill of Exchange and disbursement of the Bill of Exchange amount less discount interest, fees and commissions,
Trade Receivables Discounting	purchase of Trade Receivables by the Bank and disbursement, prior to the Invoice payment date, of the Trade Receivable amount less discount interest, fees and commissions,
Invoice	document produced by the Supplier confirming the sale of commodity, right or service, which as of the date of its issuance meets the requirements of the provisions of law, has been issued in paper form or uploaded to the mBank InvoiceNet System as an electronic image representing the receivable arising from the sale of commodity, right or service by the Supplier to the Debtor,
Guarantee	a Bank guarantee referred to in Article 81 of the Banking Law or a standby letter of credit (securing), made available on the principles specified in the Regulations and the agreement on providing the Product,
Customer	an entrepreneur created according to the provisions of the applicable law, who concluded with the Bank the Bank Account Agreement or the agreement on providing the Product,
Loan	the amount made available to the Customer on the principles specified in the Regulations and the Loan Agreement or the Borrowing Agreement,
Borrower	the Customer, with whom the Bank concluded the Loan Agreement,
Limit/Line	the maximum total amount specified in the Agreement, up to which the Products may be made available to the Customer on the principles specified in the Regulations and the Agreement,
Extorted Receivable	the Bank's receivable due from the Customer being the Applicant of the Letter of credit or the Guarantee, resulting of payment made by the Bank under the Guarantee or the Letter of credit in case of insufficient funds on the accounts of the Applicant to cover payment of the Bank's claim,
Portal	website of the mBank Group being a system of web pages located on the Bank's web server at www.mbank.pl ,
The Banking Law	the Act of 29 August 1997 – the Banking Law or another act which amends or replaces it and the implementing provisions issued under these acts,
Product	banking product bearing credit risk, made available to the Customers on the principles specified in the Regulations and in the Agreement,
Event of Default	the event mentioned in Chapter XIII, which may be deemed by the Bank an infringement of the Agreement terms and conditions,
Account	the Customer's bank account kept by the Bank, indicated in the Agreement,
Regulations	these Regulations on providing credit risk bearing products,
ZURB Regulations	"Regulations on Opening, Holding and Closing an Integrated Bank Account in mBank S.A."
Regulations on Bank Accounts	"Regulations on Opening, Holding and Closing Bank Accounts in mBank S.A."
Customer sublimit	the amount specified in the Agreement for a group of related entities, to be used by the Customer under the available Limit or Product sublimit,
mBank InvoiceNet System	internet system mBank InvpiceNet, made available to the Customer on the basis of a separate agreement with the Bank, used by the Bank for providing financial services under trade finance Products,

Product sublimit	the amount specified in the Framework agreement, up to which the specific Products may be made available to the Customer within the available Limit,
Base rate	the interbank loan interest rate specified in the Agreement, quotations of which are published on the Reuters web pages, especially: overnight WIBOR (ON), one-month (1M), three-month (3M), six-month (6M) for PLN, overnight LIBOR (ON) one-month (1M), three-month (3M), six-month (6M) for USD and GBP, overnight LIBOR (ON) for EUR, one-month EURIBOR (1M), three-month (3M) and six-month (6M) for EUR,
Parties	the Bank and the Customer,
mCN System	Internet customer service system mBank CompanyNet (e-banking) made available to the Customer on the basis of a separate agreement with the Bank,
Agreement	agreement on providing credit risk bearing products, signed by the Parties, with the Regulations constituting an integral part thereof,
Discount Agreement	agreement between the receivable seller and the Bank or the Bill of exchange holder and the Bank, on discounting respectively the Trade receivables or the Bill of exchange,
Agreement on Payment of Liabilities	agreement between the Debtor and the Bank which sets forth the rules for the payment of the Debtor's liabilities and the terms and conditions for the financing of the Debtor by the Bank,
Loan Agreement	each of the agreements on granting a Loan, concluded by the Customer with the Bank,
Borrowing Agreement	each of the agreements on granting a borrowing, concluded by the Customer with the Bank,
Bank Account Agreement	the agreement, under which the Bank keeps the Account for the Customer,
Framework Agreement	the agreement, under which the Bank makes the Limit available to the Customer for use in the form of Loans or other Products within the time limits and on the principles specified in this agreement,
Implementation Agreement	each of the agreements on providing the Products made available to the Customer under the Framework Agreement, including the Application for the Product approved by the Bank,
Collateral Agreement	each of the agreements, under which the Customer establishes a Collateral,
Base Currency	the currency indicated in the Agreement on granting the Loan or the Limit, which may be utilised in different currencies,
Bill of Exchange	a security issued in the form strictly defined by the Bills of Exchange Act, incorporating an unconditional promise to pay (a promissory note) or an order to pay (a draft), provided with a signature constituting an undertaking to pay on a defined day the amount indicated on the Bill of Exchange,
Trade Receivable	right to demand monetary consideration, arising from delivery of commodities, services or rights performed within the current economic activity,
Collateral	collateral securing the Bank's claims indicated in the Agreement, which the Customer is obliged to establish,
Overdue debt	the Bank's debt claim towards the Customer unpaid within the time limit specified in the Agreement,
Payment of Liabilities	payment by the Bank, with the consent of and upon application by the Debtor, of a liability to the Supplier at the invoice payment date, along with the extension of the repayment time limit to the Debtor by the period agreed upon by the Bank and the Debtor,
Order / Application	each order properly made and signed by the authorised representatives of the Customer, concerning the Guarantee, the Letter of credit or the provision of another Product, excluding Loans, submitted at the Bank by the Customer via the mCN system or in writing, on the applicable form,
Payment Order	each order to drawdown or repay the Loan presented by the Customer,
Applicant	the Customer, on whose request the Bank provides the Guarantee or opens the Letter of credit.

CHAPTER II GENERAL PROVISIONS

1. These Regulations specify the principles and conditions of granting and supporting by the Bank of the Loans, trade finance products and multi-product financing offered to entities conducting business activity.
2. The Regulations together with the Agreement establish a legal relationship between the Customer and the Bank.
3. The Regulations are available at the Portal.

CHAPTER III ELECTRONIC BANKING

1. The Products covered by the Regulations may be serviced via the mCN System and the mBank InvoiceNet System, hereinafter referred to as the "Systems", within the scope agreed in separate agreements with the Customer.
2. Applications, Payment Orders and instructions submitted via the mCN System and the mBank InvoiceNet System create the same legal effects as the relevant declarations of the Customer submitted in writing.
3. At the Bank's request, the Customer is obliged to present the originals of the documents and declarations delivered to the Bank via the Systems.

CHAPTER IV

CONDITIONS OF PROVIDING THE PRODUCT

1. The Bank makes the provision of the Product conditional upon:
 - 1/ the Customer's creditworthiness understood as the capability to repay the liability under the Agreement, including interest, commissions, fees and the Bank's costs relating to the Product, within the time limits specified in the Agreement, and
 - 2/ securing the Bank's debt claim under the Product – if required.
2. The Customer's creditworthiness shall be assessed on the basis of the documents, information and declarations each time specified by the Bank, which are necessary for making such an assessment or required under legal regulations.
3. Positive assessment of the Customer's creditworthiness does not create the Bank's obligation to provide the Product.
4. The Bank may refuse to provide the Product, particularly if its provision would lead to an infringement of:
 - 1/ the provisions of the Regulations,
 - 2/ the applicable legal regulations, including those concerning the prevention of money laundering and terrorist financing,
 - 3/ the applicable legal regulations or regulations of third countries regarding economic and financial sanctions and the sanction policy being in force at the Bank as well as special restrictions concerning particular countries (especially if the provision of the Product in USD might give rise to the Bank's liability towards the entity, which is subject to the sanctions introduced by the United States),
 - 4/ the applicable Bank's policy concerning goods and types of activities, in financing of which the Bank should not participate.
5. The costs connected with applying for the Product shall not be incurred by the Bank.
6. The Bank shall make the Product available under the Agreement signed by all the Parties.
7. The Bank may decide that it shall make the Product available under the condition of submitting by the Customer or the entity establishing a Collateral a declaration of submission to enforcement proceedings under Article 777 § 1 item 5 of the Civil Proceedings Code (in the form of a notarial deed), of the content agreed with the Bank.
8. The Customer shall be liable for the content of Applications and Payment Orders addressed to the Bank and accompanying documents, especially for reliability and accuracy of data contained therein. A submission by the Customer of an Application or Payment Order, which in the opinion of the Bank has been prepared improperly, shall not entail the obligation to execute it. The Bank shall not bear any consequences of improper preparation of Applications and Payment Orders.

CHAPTER V

LOANS

1. The Loan may be allocated to financing current business activity of the Customer, financing investments or commercial transactions.
2. Under the Agreement together with the Regulations the Bank may grant the following types of Loans:
 - 1/ Overdraft facility,
 - 2/ Working capital loan,
 - 3/ Revolving loan,
 - 4/ Investment loan,
 - 5/ Mortgage loan and borrowing.Overdraft facility may be granted to a single Customer or a group of related entities (Umbrella Facility).
3. The Loan may be utilised by means of the execution of Payment Orders submitted to the Bank, including Payment Orders delivered via the mCN System. Payment Orders may be accompanied by other documents, according to the Loan Agreement. Invoices (if provided for in the Loan Agreement) attached to the Payment Orders shall meet the requirements specified in legal regulations.
4. In case of executing a Payment Order in the currency other than the Loan currency, the Bank shall make a currency conversion in accordance with the principles specified in the Regulations, applying the rates of exchange from the Foreign Exchange Rates Table of mBank S.A. from the date of execution of the Payment Order.
5. The Bank shall execute a Payment Order immediately, but not later than on the following Business Day after the Bank's verification of the correctness and completeness of the Payment Order and accompanying documents and after currency conversion, if applicable.
6. In the case of the Overdraft facility, the Bank shall execute Payment Orders on the terms set out in the Bank Account Agreement.
7. The Bank shall execute the Payment Order concerning a drawdown of the Loan, if all the following conditions are met:
 - 1/ the amount of the Payment Orders shall not exceed the available amount of the Loan,
 - 2/ The Order is consistent with the purpose of the Loan specified in the Loan Agreement, has been signed (authorised) by the authorised persons and properly marked with the number of the Loan Agreement,
 - 3/ the conditions for the release and drawdown of funds specified in the Loan Agreement have been met,
 - 4/ the Bank has not suspended the Borrower's right to further use of the Loan.
8. In the case of refusal to execute the Borrower's payment order, the Bank shall immediately notify the Borrower accordingly, specifying the reasons thereof.
9. For multi-currency Overdraft facilities, the amount of the Payment Order may not exceed the available Loan amount, which is the difference between the Loan Limit granted and the sum of debit balances in the current accounts participating in the Loan utilisation, Converted to the Base currency at the average exchange rate currently applicable at the Bank.
10. At the end of each Business Day when the amount of the granted Overdraft facility was exceeded, the Bank shall charge statutory default interest specified in the Civil Code in the current accounts participating in Loan utilisation on that day. The accounts are debited with such interest on the interest payment dates in proportion to the share of each such current account in the Loan utilisation.
11. Interest rate on the Loan in the Agreement is determined per annum. Interest is calculated on the amount of the Loan utilised.
12. The interest shall be calculated on the basis of the actual number of calendar days.
13. A year shall be defined as 360 days, except for Overdraft facilities and financing in PLN and GBP, for which 365 days shall be adopted.
14. The interest rate on the Loan is specified in the Agreement and equal to the fixed interest rate or a sum of the variable Base rate and the margin, save that if the Base rate is negative it is adopted that it is equal to zero.
15. The Base rate relevant for the Drawdown comes from the quotations from 2 Business Days before the date of this Drawdown and before the date of updating the Base rate, except for Overdraft facilities. For Overdraft facilities the overnight Base rate comes from the quotation on the date of interest calculation.
16. The Base rate shall be updated on the interest payment date, except for Overdraft facilities. If a business day for a given currency is not a Business Day at the Bank, the Base rate shall be updated on a business day for that currency. For Overdraft facilities the overnight Base rate shall be updated on each Business Day.
17. Interest are payable on the dates specified in the Agreement and on the final repayment date for a single Drawdown, except for Overdraft facilities. For Overdraft facilities interest are payable on the last Business Day of the calendar month and on the Loan final repayment date.
18. If the date of payment of receivables under the Agreement (including interest and principal instalments) is not a Business Day at the Bank or is not a business day for the Loan currency, the payment shall be made with the value date as of the first Business Day following such non business day, provided that it falls within the same month. Otherwise, the payment shall be made on the last Business Day within the same month.

19. The Bank shall notify the Borrower and surety providers of the amount of the Base rate on the Portal.
20. The Borrower is bound to notify the Bank debtors under the collateral of the Loan Agreement, other than surety providers, about changes of interest rate.
21. The Bank may conclude with the Borrower hedging transaction for interest rate variability risk and exchange rate variability risk.

CHAPTER VI

TRADE SERVICES AND TRADE FINANCE

A. GUARANTEES

1. The Guarantee is a collateral securing performance of particular obligations of the Applicant and includes an irrevocable obligation of the Bank to pay a specific amount, on the basis of the Beneficiary's demand submitted in a proper way, after all conditions listed in the content of the Guarantee have been met by the Beneficiary.
2. The Bank's liability under the Guarantee is independent from the validity and legal effects of the agreement, in relation to which the Guarantee has been provided, concluded by and between the Applicant and the Beneficiary, and from legal relationships between the parties.
3. The Guarantee shall be provided at the request of the Applicant, expressed by submitting at the Bank of the Application together with the documents specifying the obligation, the performance of which is to be secured by the Guarantee.
4. The Applicant is responsible for the compliance of data included in the Order with the contents of contracts, orders or trade agreements, or other documents confirming the existence of debt claims to be secured with the Guarantee.
5. The Guarantee may be provided under the condition that the Applicant and the Bank agree upon its contents. This condition shall be deemed fulfilled:
 - 1/ upon confirming by the Bank its readiness to issue the Guarantee using a template provided by the Applicant or
 - 2/ if the Application's content includes an instruction to issue the Guarantee in accordance with the standard template used by the Bank for a particular type of Guarantee.
6. The Bank shall immediately notify the Applicant of the receipt of the Beneficiary's demand for payment under the Guarantee.
7. The Bank is not obliged to check the circumstances resulting from the documents submitted by the Beneficiary and shall verify them only in terms of compliance with the conditions of the Guarantee, without responsibility for the authenticity of such documents and their legal effects.
8. The Bank shall make a payment under the Guarantee upon a demand made by the Beneficiary, regardless the validity and legal effects of any agreements between the Applicant and the Beneficiary, after fulfilment by the Beneficiary of the conditions set out in the Guarantee, particularly upon the submission of the documents required according to its content.
9. The Bank's opinion on the compliance of the Beneficiary's demand with the conditions of the Guarantee shall be conclusive and, in the absence of manifest errors, binding for the Applicant.
10. The Bank shall debit the Account of the Applicant with the amount paid in the currency of the Guarantee or the equivalent of this amount in another convertible currency or in PLN, in accordance with the principles specified in the Regulations.

B. LETTERS OF CREDIT

1. The Letter of credit is a conditional form of payment, based on the Bank's obligation to pay a specific amount to the Beneficiary for the documents meeting the conditions of the Letter of credit, upon fulfilment by the Beneficiary of all the conditions set out in the content of the Letter of credit.
2. The Bank opens the Letter of credit acting:
 - 1/ according to the Customer's Application and
 - 2/ the provisions included in the publication No 600 of the International Chamber of Commerce with its registered office in Paris "Uniform Customs and Practice for Documentary Credits".
3. The Applicant is responsible for the compliance of data included in the Application with the contents of contracts, orders or trade agreements confirming the conclusion of the transaction, in connection with which the Letter of credit is being opened.
4. While opening the Letter of credit the Bank – according to the content of the Application - requests the intermediating bank for advising or confirming the Letter of credit. In the case of a refusal of the intermediating bank, the Bank shall notify the Applicant of this fact and shall wait for its further instructions.
5. The Bank reserves the right to select a bank, to which it will address the Letter of credit, if it is impossible to advise the Letter of credit via the intermediating bank indicated by the Applicant.
6. The Bank shall notify the Applicant of the fulfilment of the conditions set out in the Letter of credit, entitling the Beneficiary to receive the payment and of the date on which the payment under the Letter of credit will be made.
7. The Bank shall make the payment regardless the validity and legal effects of any agreements concluded by and between the Applicant and the Beneficiary only on the basis of the documents meeting the conditions of the Letter of credit or upon a call of the intermediating bank, together with commissions and fees due to that bank. The Bank is not obliged to check the circumstances resulting from the submitted documents and shall not be responsible for the authenticity or legal effect of any of them.
8. The Bank's opinion as regards compliance of the documents received from the Beneficiary with the conditions of the Letter of credit shall be conclusive and, in the absence of manifest errors, binding for the Applicant.
9. If the documents presented at the Bank contain discrepancies with the conditions of the Letter of credit, the Bank shall notify the Applicant of them, explaining the nature of such discrepancies. A payment for the documents not meeting the conditions of the Letter of credit may be made after accepting discrepancies by the Applicant and upon its instruction submitted in the form specified by the Bank.

C. TRADE RECEIVABLES DISCOUNTING

1. The Bank shall purchase Trade Receivables from the Customer within the granted revolving or non-revolving Limit in zlotys and convertible currencies, in accordance with the terms and conditions set forth in the Agreement.
2. The Bank may acquire Trade Receivables:
 - 1/ without recourse to the Customer, i.e. when the risk of the Debtor's insolvency is borne by the Bank,
 - 2/ with recourse to the Customer, i.e. when the risk of the Debtor's insolvency is borne by the Customer.
3. The electronic version of Trade Receivables Discounting, which enables the Customer to present Trade Receivables to the Debtor via the mBank InvoiceNet System, shall be made available upon signing of the Agreement on the provision of financial services via the mBank InvoiceNet System by the Customer and the Debtor.
4. The Bank shall acquire Trade Receivables which satisfy all of the following conditions jointly:
 - 1/ their existence, amount and payment date are undisputed,
 - 2/ they have been effectively assigned to the Bank,
 - 3/ they are denominated in the currency of the Limit specified in the Agreement,
 - 4/ they are due exclusively to the Customer and are free from any legal defects or limitations regarding their disposal by the Customer,

- 5/ they are not and will not be subject to deductions in respect of the Debtor's receivables from the Customer or the Customer's receivables from the Bank which already exist or may arise during the term of the Agreement;
 - 6/ they arise from titles approved by the Bank and defined in the Agreement,
 - 7/ they are not expired and there have been no circumstances excluding the possibility to claim the receivables,
 - 8/ they are not encumbered with any rights of third parties, in particular with pledge,
 - 9/ they are not subject to restructuring proceedings or seized under enforcement or securing proceedings against the Customer,
 - 10/ they are not encumbered with any public law liabilities,
 - 11/ they have not been disposed of either in part or in whole.
5. The Bank shall acquire Trade Receivables which satisfy the requirements set forth in the Agreement provided that:
 - 1/ there are no indications of the Debtor's insolvency or other circumstances preventing the Bank from enforcing the purchased Trade Receivables. When entering into the Discount Agreement, the Customer shall represent and assume responsibility for the fact that to the best of its knowledge the Debtor, as of concluding the Agreement, is solvent,
 - 2/ the Debtor shall not be entitled to any claims towards the Customer concerning novation of debt, release from debt, non-performance or improper performance of consideration by the Customer, justifying the Debtor's refusal to make payment,
 - 3/ no delays occur in the repayment of liabilities of the Debtor towards the Bank in respect of receivables previously acquired by the Bank from the Customer.
 6. By submitting Trade Receivables for purchase by the Bank, the Customer shall confirm satisfaction of the terms referred to in section 4.
 7. The Bank shall be entitled to:
 - 1/ refuse to purchase a Trade Receivable if:
 - a/ the Customer is in breach of any provisions of the Agreement,
 - b/ there is no sufficient available amount within the Limit specified in the Agreement,
 - c/ the maximum payment date of the Trade Receivable is inconsistent with the provisions of the Agreement,
 - d/ the Supplier is listed as an entity subject to economic and trade sanctions,
 - 2/ verify the Trade Receivables previously purchased by the Bank from the Customer and receivables submitted for discounting but not yet purchased, for compliance with the requirements set forth in the Regulations and the Agreement,
 - 3/ suspend the purchase of Trade Receivables in the event of doubts as to the satisfaction of the terms referred to in section 4,
 - 4/ deduct the amounts of liabilities due and payable to the Bank by the Customer against the amount due to the Customer for the purchase of a Trade Receivable by the Bank.
 8. The Customer shall be required to:
 - 1/ notify the Bank if the agreement between the Customer and the Debtor includes the requirement to obtain the Debtor's consent to the assignment of receivables,
 - 2/ provide, at the Bank's request, any original documents evidencing the Trade Receivables purchased by the Bank or submitted for purchase by the Customer but not yet purchased, and to provide the Bank with any documents confirming the despatch or collection of a commodity, performance of a service or work.
 9. Discount interest shall accrue:
 - 1/ for the actual number of calendar days during the discount period set forth in the Agreement and for Days of Grace. If the last day of the discount period extended to include the Days of Grace falls on a day that is not a Business Day, the Bank shall start charging interest on the first Business Day following that day,
 - 2/ according to the fixed interest rate specified in the Agreement or the variable Base rate plus the margin, where in the case that the Base rate is negative it shall be deemed to be equal to zero.
 10. A year shall be defined as 360 days, except for financing in PLN and GBP, for which 365 days shall be adopted.
 11. The Base rate relevant for the discount period shall be derived from the quotation from 2 Business Days before the first day of the discount period. The Bank shall notify the Customer of the Base rate value on the Portal.
 12. The Bank shall have the right to terminate the Agreement if the Debtor is put into liquidation or fails to comply with the terms of the Agreement or the Regulations or if, according to the Bank, there are conditions justifying the initiation of bankruptcy proceedings against the Debtor or the initiation of restructuring proceedings by the Debtor, as well as if the Debtor changes its legal form without the Bank's knowledge.

D. BILLS OF EXCHANGE DISCOUNTING

1. The Bank shall accept the Customer's Bills of Exchange for discounting within the granted revolving or non-revolving line for Bills of Exchange Discounting on the terms and conditions set forth in the Agreement.
2. The Bank may discount Bills of Exchange:
 - 1/ without recourse to the Customer, i.e. when the risk of refusal to pay a Bill of Exchange is borne by the Bank,
 - 2/ with recourse to the Customer, i.e. when the risk of refusal to pay a Bill of Exchange is borne by the Customer.
3. The Bank shall accept Bills of Exchange for discounting only if they are issued in accordance with the requirements of the Bill of Exchange Act and meet the terms and conditions set forth in the Regulations and the Agreement. In particular the Bills of Exchange shall:
 - 1/ be free from any legal defects and limitations preventing the Customer from disposing of them, and in particular shall not contain any annotations in the wording of the Bill of Exchange or the endorsements thereon that limit the assignment of the rights under the Bill of exchange,
 - 2/ indicate a payment date which falls on a specified day,
 - 3/ be signed by the Debtor as the drawer / acceptor,
 - 4/ have an endorsement (except for endorsement for collection) and the clause "without protest" appended,
 - 5/ not contain any annotations in the wording of the Bill of Exchange or the endorsement that limit the right of endorsement,
 - 6/ not contain any corrections or crossings-out,
 - 7/ be signed in a manner which enables indisputable identification of its signers, which means that prior to providing the first Bill / Bills of Exchange to the Bank, the Bank expects the Customer to submit signature specimens of the Customer's and the Debtor's authorised representatives who shall be signing the Bills of Exchange, placed on the bank specimen signature card or certified by a notary, along with up-to-date excerpts from the National Court Register (KRS), with the provision that in the event of any changes to the foregoing documents such changes shall be submitted to the Bank forthwith.
4. Discount interest shall accrue:
 - 1/ for the actual number of calendar days during the discount period set forth in the Agreement and for Grace Period. If the last day of the discount period extended by the Grace Period falls on a day that is not a Business Day, the Bank shall start charging interest on the first Business Day following that day,
 - 2/ according to the fixed interest rate specified in the Agreement or the variable Base rate plus the margin, where in the case that the Base rate is negative it shall be deemed to be equal to zero.
5. A year shall be defined as 360 days, except for financing in PLN and GBP, for which 365 days shall be adopted.
6. The Base rate relevant for the discount period shall be derived from the quotation as of the date falling 2 Business Days before the first day of the discount period.
7. The Bank shall notify the Customer of the Base rate value on the Portal.

E. PAYMENT OF THE DEBTOR'S LIABILITIES

1. The Bank, with the Debtor's consent, shall pay the Debtor's liabilities in zlotys and in convertible currencies within the revolving or non-revolving Limit granted to the Debtor, in accordance with the terms and conditions set forth in the Agreement.
2. The electronic version of the Payment of the Debtor's Liabilities, which enables presentation of the invoices due for payment via the mBank InvoiceNet System, shall be made available upon signing of the agreement on the provision of financial services via the System by the Debtor.
3. The Bank shall pay the Debtor's liabilities that jointly meet the following requirements:
 - 1/ they arise from titles approved by the Bank and defined in the Agreement,
 - 2/ they are evidenced by documents issued by the Suppliers indicated on the list attached to the Agreement,
 - 3/ they are accepted by the Debtor for their currency, amount and payment date,
 - 4/ they are denominated in currencies defined in the Agreement.
4. By submitting liabilities to be paid to the Bank, the Debtor shall confirm that they satisfy the terms referred to in section 3.
5. The Bank shall pay the Liabilities:
 - 1/ within the payment deadline specified in the Agreement,
 - 2/ in the form of a foreign, domestic or internal transfer, as appropriate,
 - 3/ as per the transfer procedure indicated by the Debtor.If the payment date of a liability does not fall on a Business Day for the Bank and for the country of the payment currency, the payment shall be made on the first Business Day for the Bank and for the country of the payment currency.
6. The Debtor shall be required to:
 - 1/ instruct the Bank to pay liabilities only if they meet the criteria set forth in the Regulations and the Agreement,
 - 2/ agree with the Bank on the intention to change a Supplier, in particular in respect of the title of liability, liability payment date and bank account number of the Supplier,
 - 3/ present the contents of trade agreements concluded with Suppliers to the Bank,
 - 4/ inform the Bank about any amendments to the terms and conditions of trade agreements concluded with Suppliers and to the terms and conditions of trade orders,
 - 5/ make available, at the Bank's request, any original documents evidencing the Debtor's liabilities paid by the Bank or submitted via the mBank InvoiceNet System for payment by the Debtor, but not yet paid by the Bank,
7. The Bank shall be authorised to verify the Debtor's liabilities, paid or submitted for payment, for compliance with the requirements set forth in the Regulations and the Agreement. In the case of liabilities submitted for payment but yet unpaid, the Bank shall withhold the decision to make the payment until the verification is completed.

CHAPTER VII

MULTI-PRODUCT FINANCING

1. The Bank – on the principles set out in the Regulations and in the relevant Framework Agreement and the Implementation Agreements – shall provide the indicated Products to the Customer, up to the Limit amount.
2. The Framework Agreement sets out the conditions of the Customer's utilisation of the Limit provided by the Bank in the form of:
 - 1/ Guarantee Line or
 - 2/ Current Business Loan Facility,
 - 3/ Multi-Product Line.Multi-Product Line may be granted to a single Customer or a group of related entities (Multi-Product Umbrella Facility).
3. Within the Limit the Bank may determine the maximum amounts (Product sublimits), which may be allocated by the Customer to specific Products indicated in the Framework Agreement.
4. The Products covered by the Framework Agreement may be provided in the Base currency and in other currencies specified in this Agreement.
5. The total amount of the Customer's liabilities under the Implementation Agreements nominated in the Base currency may not exceed the amount of the Limit set out in the Framework Agreement.
6. Each Product provided under the Implementation Agreement reduces the available amount of the Limit or the Product sublimit.
7. Each total repayment of the Loan or expiry of the Customer's liabilities under the Implementation Agreement taking place during the period of utilisation of the Limit increases the available amount of the Limit or the Product sublimit for utilisation.
8. If as a result of a change in the exchange rates of the currencies, in which the Products are recorded, the Limit or the Product sublimit is exceeded, the Bank, during the period of utilisation of the Limit shall refuse:
 - 1/ to provide new Products and
 - 2/ increase the amount or extend the validity date or the repayment date of active Products,until the decrease of the Customer's liabilities amount under the concluded Implementation Agreements, as a result of their settlement or repayment (in part or in full) or as a result of a change in the exchange rates of the currencies used for conversions.
9. If the Limit referred to above is exceeded as a result of the Guarantees or the Letters of credit provided in the currency other than the Limit Base currency, the Customer is obliged to establish a security deposit in favour of the Bank. A security deposit in the amount of a difference between the actual utilisation and the acceptable amount of the Limit shall be established during 5 Business Days from the date of receiving a written notification that the Limit amount has been exceeded. A security deposit shall be established in the manner and upon the conditions specified by the Bank. A template of the security deposit agreement constitutes an appendix to the Framework Agreement.

CHAPTER VIII

FEES AND COMMISSIONS

1. Unless otherwise stipulated in the Agreement, for the provided Product the Bank shall collect fees and commissions set in the "Tariff of banking fees and commissions of mBank for SME and Corporates", published on the Portal.
2. A change in the "Tariff of banking fees and commissions of mBank for SME and Corporates" shall be made as per the procedure specified in the Bank Account Agreement binding for the Parties and shall not require signing an annex to the Agreement.
3. The Bank's fees and commissions, commissions of intermediating banks, as well as any other charges and costs resulting from providing and processing the Products, shall be collected by the Bank from the Customer's Account within the time limits and on the principles set out in the Agreement and under the authorisation included therein.
4. Commissions on the unused amount or on the amount used in excess of the Limit or another Product to which such commissions apply, determined on annual basis, shall be charged by the Bank for the actual number of calendar days within the period of validity of the right to incur debt or to use the Limit, adopting the number of days in a year corresponding to the one used for the calculation of interest on Loans.

5. In order to determine the amount forming the basis for calculating commissions, the amount of liabilities under the Agreement denominated in a currency other than the Base Currency is converted to the Base Currency at the end of the Business Day at the respective fixing rate of the National Bank of Poland applicable on that day. Properly calculated and paid commissions are not recoverable also if the Customer does not use the Product made available by the Bank.
6. The Bank shall notify the Borrower of the amount of the collected interest, commissions and fees in the Account statement.
7. If within the validity of the Agreement, in connection with its conclusion or execution, the Bank becomes obliged by any generally applicable legal regulation to establish, transfer or maintain any specific provisions, write-downs, special funds, deposits or to pay taxes, fees or any charges, including the charges calculated on the basis of the value of Bank's assets, to which the Bank was not obliged to at the time of concluding the Agreement, then the Bank shall be entitled to:
 - 1/ change the level of the fees or commissions, and the manner of their calculation, as appropriate to the changes caused by such legal regulations,
 - 2/ set additional fees or commissions to the extent corresponding to the costs incurred by the Bank resulting of the implemented law changes.
 Changes in the fees or commissions and the manner of their calculation, or the set fees and commissions shall be binding from the date specified by the Bank, according to the effective date of the amended legal regulations. The Bank shall notify the Customer in writing of any change in the conditions of the Agreement in the scope resulting from the reasons specified above.

CHAPTER IX COLLATERALS

1. The Bank accepts Collaterals in the form of:
 - 1/ blank bill of exchange (including a bill with aval),
 - 2/ bank guarantee,
 - 3/ surety,
 - 4/ letter of comfort,
 - 5/ contractual mortgage,
 - 6/ registered pledge,
 - 7/ financial pledge,
 - 8/ transfer of ownership of property,
 - 9/ blocking of funds in a bank account,
 - 10/ blocking of securities on the investment account,
 - 11/ assignment of claims or rights in favour of the Bank,
 - 12/ cash security deposit,
 or other agreed with the Customer.
2. A confirmation of securing the Bank's claims is the Collateral Agreement concluded by the Bank with the Customer or a third party or another document confirming the establishment of the Collateral.
3. In the case of establishing a property security on the assets of the Customer or a third party, the Customer is obliged to provide the insurance of such assets for the whole term of the Agreement and each time to assign claims thereunder to the Bank.
4. All costs related to establishing the Collateral, insuring the object and changing or recalling the Collateral shall be borne by the Customer.
5. The Customer shall immediately notify the Bank in writing of the decreases of the existing Collateral. At the Bank's request, the Customer shall secure the repayment of the Bank's receivables resulting from the Agreement in another form accepted by the Bank.
6. In case of undertaking debt collection activities, the choice and sequence of the enforcement object shall be decided by the Bank.
7. The Customer shall make it possible for the employees of the Bank or persons authorised by the Bank to inspect the Collateral or the place of conducting business activity at any time, upon 3 days' notice of the planned inspection given to the Customer.

CHAPTER X REPAYMENT OF RECEIVABLES

1. The Customer is obliged to timely repay the Bank's receivables, interest, commissions, fees and costs under the Agreements and the Collateral Agreements, on a priority basis prior to other payments, in the currency of the Product or an equivalent in another currency.
2. The date of repayment of the Customer's liability shall be the day of debiting the Account or Accounts according to the Agreement or – if sufficient funds are not deposited in the Accounts indicated in the Agreement – the day of inflow of funds into the Bank's account.
3. The amount of the Customer's liability shall be converted at the rate from the Foreign Exchange Rates Table of mBank S.A. on the repayment date, with the observance of the following principles:
 - 1/ if the Account is held in zloty, and an amount due is denominated in a foreign currency, the Bank shall debit such an Account with the zloty equivalent of the amount due, using the selling rate for the currency of the liability,
 - 2/ if the Account is held in a foreign currency and an amount due is denominated in another foreign currency, the Bank shall calculate the zloty equivalent of the amount due at a selling rate for the currency of the amount due and debit the Account with the equivalent of the amount due in the Account currency converted at a buying rate,
 - 3/ if the Account is held in a foreign currency, and the amount due is denominated in zloty, the Bank shall debit such an Account with the equivalent of the amount due in the Account currency converted at a buying rate for the Account currency.
4. Amounts due from the Customer under the Agreements, which have not been repaid by the due dates specified therein or at the Bank's request, shall become Overdue Debt or Extorted Receivable on that date.
5. From the date of occurrence of Overdue Debt or Extorted Receivable until the date immediately preceding the actual repayment of the Bank's receivables, the Customer shall pay delay interest in the amount of the maximum delay interest as prescribed in the Civil Code, with the provision that in the case of Overdue debt for the Payment of Liabilities or Receivables Discounting, the Customer shall pay interest in the amount equal to statutory interest for delay.
6. The Bank shall settle receivables under the Agreement in the following order:
 - 1/ costs, expenses and other official payments incurred by the Bank, which should be borne by the Customer by virtue of law or in accordance with the Agreement,
 - 2/ fees and commissions due to the Bank,
 - 3/ statutory default interest on Extorted Receivable or Overdue Debt covered by a writ of execution,
 - 4/ contractual interest on Extorted Receivable or Overdue Debt,
 - 5/ simple contractual interest,
 - 6/ the principal.
7. Repayment will not be accounted to cover the debt if the Bank's receivables hereunder paid by the Customer or by a third party are returned or the payment is cancelled in another way, by a decision of a duly authorised body.

CHAPTER XI DECLARATIONS

By concluding the Agreement the Customer declares that:

- 1/ it conducts and agrees to conduct its business activity in accordance with the applicable law, holding within the term of the Agreement all required concessions, permits, licences, approvals of the competent authorities to conduct the business activity or certificates or entries in the register of regulated activities and other documents, if this obligation results from separate legal regulations,
- 2/ it is not a party to or a participant in any court, administrative, arbitration or any other proceedings that, when settled, could have an adverse impact on its assets and business activities, or that put or could put at risk the timely repayment of the liabilities arising from this Agreement. If such proceedings are pending, then the Customer shall submit the relevant written information in the form specified by the Bank,
- 3/ all documents to be delivered to the Bank have been and will be submitted on its behalf, regardless the form of the document and the manner of its delivery,
- 4/ the Agreement was signed by persons fully authorised to do so and any declarations and information submitted by the Customer to the Bank in any form are true, complete and free of any omissions,
- 5/ the Agreement is fully consistent with the internal regulations of the Customer's company, particularly with its founding documents and documents specifying the scope of its business activity,
- 6/ the Agreement is not contradictory to the concessions, permits, licences, approvals of competent bodies for conducting business activity, registrations and other legal provisions as well as any agreements or other liabilities of the Customer,
- 7/ the Customer has read the information available on the Portal, describing the market risk, in particular the interest rate risk and the currency risk, which may affect the amount of the Customer's debt and the Product service costs (it applies to the Products secured by a mortgage).

CHAPTER XII LIABILITIES

By signing the Agreement the Customer undertakes:

- 1/ not to grant authorisations for third parties to access the Accounts, without prior written consent of the Bank (except for authorisations granted to employees of the Customer or employees of companies linked to the Customer, being members of the Customer's capital group) and to obtain the Bank's prior consent in the case of establishing an assignment of rights from the Account agreements or otherwise limiting the disposal of Accounts for the benefit of third parties,
- 2/ not to encumber the assets constituting the Collateral in favour of other creditors,
- 3/ not to change the basic objects of the activity without the Bank's consent,
- 4/ to notify the Bank of organisational and economic events (including ownership and capital changes, changes of persons holding management positions, initiated litigation and administrative proceedings, in particular enforcement proceedings) having a significant impact on the legal, financial or economic situation of the Customer. The Bank reserves the right to assess whether the changes introduced or events occurring do not increase the risk of default,
- 5/ to notify the Bank of changes in its address or stamp, in the statistical identification number REGON or of any other features registered in the IT system of the Bank,
- 6/ to provide explanations and present documents relating to the Customer's financial standing, at each request of the Bank,
- 7/ to maintain continuity of insurance of the Customer's assets against theft, fire and other perils;
- 8/ to keep the company's books and reports in an adequate manner and have their annual financial statements audited by an independent registered auditor in accordance with the applicable laws, if such an audit is required by the applicable laws,
- 9/ to deliver to the Bank:
 - a/ a copy of F-01 GUS (Central Statistical Office) report, immediately after the preparation thereof, in accordance with the applicable laws, and if the Customer is not obliged to prepare such a report, the information on its performance in the form agreed with the Bank within 25 days from the last day of each calendar quarter (in the case of companies listed on the WSE this obligation is deemed fulfilled by publishing a report on the Customer's website), including additional information or explanations on the financial standing required by the Bank,
 - b/ a copy of annual financial statements, immediately after its preparation, but not later than within 3 months from the balance sheet date and again after the audit thereof by a statutory auditor, including the auditor's report, if the audit is required by the applicable regulations, immediately after the audit, but not later than within 6 months from the balance sheet date (in the case of companies listed on the WSE this obligation is deemed fulfilled by publishing a report on the Customer's website), including additional information or explanations on the financial standing as required by the Bank,
 - c/ a copy of annual consolidated financial statements and the report on the capital group operations, if their preparation is required, together with the opinion of a statutory auditor, immediately after its approval, but not later than within 8 months from the balance sheet date (applies to Customers belonging to the capital group),
 - d/ in each calendar quarter – the information on derivative transactions concluded with other banks, including: the bank's name, type of transaction, volume, term, current valuation, collateral, the value of limits held at other banks for derivative transactions and to notify the Bank of the intent to conclude a derivative transaction with other bank,
 - e/ a declaration on the amount of existing and planned debt at other banks and financial institutions, together with the repayment dates – at the Bank's request,
 - f/ a certificate confirming that there are no arrears in payments to the Social Insurance Institution and the tax office – at the Bank's request,
 - g/ other information and documents, which at the Bank's opinion will be necessary for assessment of the current legal, economic and financial situation of the Customer or its assets,
- 10/ to inform the Bank of any changes relating to its accounts at other banks,
- 11/ to grant the Bank access to their seat for the purpose of assessment of their financial standing, including access to accounting records and other business documents, in the case of well-founded fear of the Customer's default,
- 12/ to treat their liabilities to the Bank, arising from the Agreement, at least on equal terms (*pari passu*) with all other, current and future liabilities due to financial indebtedness, except for those liabilities that must be satisfied on a preferential basis under the mandatory legal regulations,
- 13/ not to utilise the Loan for limiting their liabilities towards other banks on the last day of the month,
- 14/ to properly implement the provisions of other agreements concluded by the Customer with the Bank,
- 15/ to promptly inform the Bank in writing in the case of a balance sheet loss, initiation of the Customer's liquidation or insolvency (particularly filing a bankruptcy petition or a petition for restructuring or initiation of the Customer's liquidation),
- 16/ to notify the Bank without delay about any events which may indicate the possibility of the Debtor's becoming unable to repay its liabilities, including the submission of a bankruptcy petition or a restructuring application with a court, or opening of the Debtor's liquidation proceedings,
- 17/ to disclose, at the Bank's request, all materials and documents held by the Customer together with relevant powers of attorney, which are necessary to receive the payment from the Debtor or enable initiating enforcement proceedings against the Debtor and in particular to provide the Bank with all documents confirming the ownership of the receivable to be acquired by the Bank, as well as to endorse in blank any documents which can be endorsed due to their legal nature,
- 18/ to address inquiries to the Bank and to enable the Bank or any entity from mBank Group to submit an offer, giving the Bank at least the same amount of information and time for preparing an offer as was given to other offerors, if the Customer or a subsidiary of the Customer's capital group (the "Company of the Group") intends to use:
 - a/ leasing or factoring services,
 - b/ documentary collection, documentary letters of credit, bank guarantees, discounting receivables, forfaiting and other transactions and trade finance programs,

- c/ services of an investment bank, of a brokerage house or a consultancy firm including capital market transactions, issues of shares or bonds, mergers and acquisitions, attracting investors, sale of shares or ownership transformation within and outside the Companies of the Group.

CHAPTER XIII

EVENTS OF DEFAULT AND THEIR CONSEQUENCES

1. Each of the following events may be regarded by the Bank, in relation to the Customer or the Debtor, as an Event of Default:
 - 1/ a failure to fulfil the conditions of providing the Product (granting the Limit),
 - 2/ utilisation of the Product in a manner that is inconsistent with its purpose,
 - 3/ the deterioration of the economic and financial situation or property status in a manner that poses a threat to the timely repayment of the liabilities arising from the Agreement (including, in particular, a failure to achieve the indicators arising hereunder),
 - 4/ the occurrence of any events having a significant impact on the legal, financial or economic situation of the Customer, which in the Bank's opinion may cause an increase of the risk of default,
 - 5/ filing a bankruptcy petition or a petition for restructuring,
 - 6/ initiation of the Customer's liquidation,
 - 7/ any court or administrative proceedings being initiated, the result of which could cause a threat to the Customer's or to the Debtor financial standing or their existence,
 - 8/ any enforcement proceedings being initiated against the property,
 - 9/ significant decrease in the real value of the collateral as compared with the situation when a decision on providing the Product (the Limit) was taken,
 - 10/ a failure to meet the liability repayment dates provided for in the Agreement,
 - 11/ breach of the Agreement.
2. If an Event of Default occurs, the Bank may withhold the Customer's right to further utilise the Product or – after notifying the Customer in writing – undertake the following activities at its own choice and at the sequence set at its sole discretion, taking into account the nature of the Product:
 - 1/ demand an additional Collateral or demand that a restructuring program is presented by a specific deadline and subsequently carried out after the Bank's approval,
 - 2/ withhold disbursement of the Products under the Framework Agreement or reduce the amount of the granted Product (Limit) by the unused part of the entitlement, with effect as from the Business Day following the date of delivery of a written notification to the Customer,
 - 3/ terminated the Agreement in whole or in part, subject to the mandatory provisions of the law,
 - 4/ set off its claim under the Product against the Customer's claim under each Bank Account Agreement held by the Bank in favour of the Customer,
 - 5/ undertake other activities provided for in the Agreement or by generally applicable legal regulations.
3. In the case of withholding the right to utilise the Product (Limit) or to reduce its amount, the Customer is not entitled to submit Applications or Payment Orders except for Orders concerning repayment of amounts due to the Products. The Bank shall assess the current situation and shall immediately notify the Customer of the terms and conditions of providing further access to the Product (Limit).
4. If the Agreement is terminated, the Customer shall ultimately lose the right to submit Applications or Payment Orders except for Orders concerning repayment of amounts due under the Products.
5. The termination notice period shall be 30 days, and in the case of impending bankruptcy of the Customer shall be 7 days.
6. The Customer is obliged to repay the liabilities arising from the Agreement on the last day of the termination notice period at the latest.
7. Termination of the Framework Agreement has no impact on validity of the Customer's liabilities towards the Bank arising from the provided Guarantees and Letters of credit.
8. The Bank may terminate the Agreement without previous notice, if it finds that the Customer:
 - 1/ has submitted false documents or has presented false data as the basis for providing the Product (or Limit) and repayment of the Customer's liabilities, or
 - 2/ has submitted untrue declarations regarding the legal security for the repayment of the liabilities resulting from the Product.

CHAPTER XIV

FINAL PROVISIONS

1. Declarations and obligations of the Customer shall be deemed confirmed on the date of signing the Agreement by the Customer.
2. In the case of discrepancies between the provisions the Agreement and the Regulations, the provisions included in the Agreement shall prevail.
3. If the Bank does not demand the performance of any provision of the Agreement, this shall not mean that the Bank waives any of its rights resulting from that provision or any other provisions of the Agreement.
4. Should any provisions of this Agreement and of the agreements attached hereto become invalid, the remaining provisions shall continue to be binding on the Parties.
5. Any notices exchanged between the Bank and the Customer in connection with the Agreement in writing shall be sent to the addresses of the Parties indicated in the Agreement.
6. The delivery date of a written notice shall also be the date of the first advice of an undelivered registered letter, sent by the Bank to the last known address of the Customer.
7. The Customer should submit at the Bank a request regarding amendments to the Agreement no later than 30 days prior to the intended date for the amendment implementation.
8. The payment services provided under the Agreement are governed by appropriate provisions of the ZURB Regulations or the Regulations on Bank Accounts. In the case of Customers not holding a Bank Account with the Bank, the payment services provided under the Agreement are governed by appropriate provisions of the Agreement.
9. The processing of personal data is governed by appropriate provisions of the ZURB Regulations or the Regulations on Bank Accounts and the principles set out in the document entitled "GDPR Package" published on the Portal (www.mbank.pl/pdf/rodo/pakiet-rodo.pdf).

CHAPTER XV

COMPLAINTS

1. The Customer's complaints about the services provided by the Bank under the Agreement are resolved by the Bank in accordance with the procedure and principles set out in the ZURB Regulations and the Regulations on Bank Accounts respectively.
2. The complaints of Customers not holding Accounts with the Bank are resolved in accordance with the procedure and principles set out in the Agreement.

CHAPTER XVI

GOVERNING LAW AND JURISDICTION

1. The legal effects of the concluded Agreements and the provided Products shall be assessed in accordance with the law of the Republic of Poland.
2. The court competent for settlement of disputes that may arise out of or in connection with the conclusion and execution of the Agreements shall be a common court having jurisdiction over the registered office of the Bank of over the Bank's organisational unit indicated in the Agreement.

CHAPTER XVII

AMENDMENTS TO THE REGULATIONS

1. The Bank has the right to introduce amendments to the Regulations within the term of the Agreement.
2. The Bank shall notify the Customer of any amendment to the Regulations by announcing and publishing the amended text thereof on the Portal, with the effective date of amendments.
3. The Bank shall transmit a message to the Customer via the mCN System informing about the amendments to the Regulations and their effective date. The date of delivery of amendments to the Regulations to the Customer shall be the eighth day after the entry of the message to the mCN System.
4. Within 14 days of the date of delivery of an amendment to the Regulations, the Customer may submit a written statement of non-approval of the amendment. A failure to submit such a statement within the above-mentioned deadline shall be deemed the approval of the amendment to the Regulations by the Customer.
5. If the Customer submits the statement referred to in item 4, to the extent of the Agreements concluded before the effective date of the amendments, the Customer and the Bank shall be bound by the provisions of the Regulations in the current wording.
6. These Regulations shall be effective as of 31 January 2018.