

# Rules Close Cash Withdrawals

Warsaw, May 2018



**Table of Contents:**

1. GENERAL PROVISIONS.....	3
2. WITHDRAWALS MADE AT THE BANK'S TILL.....	4
3. WITHDRAWALS MADE THROUGH A TRANSPORT COMPANY .....	5
4. WITHDRAWALS MADE AT THE SORTING OFFICE .....	5
5. FINAL PROVISIONS .....	5

Appendices:

- 1 Statement
- 2 Closed Cash Withdrawal Instruction

## 1. General Provisions

### Article 1

These rules hereinafter referred to as the "Rules" specify the principles under which mBank S.A. with its registered office in Warsaw makes closed cash withdrawals for the Client.

### Article 2

The following terms used herein are construed as follows:

- 1/ Bank – mBank S.A. with its registered office in Warsaw,
- 2/ withdrawal instruction – a document used by the Client to make a closed cash withdrawal; the template instruction is attached as Appendix no. 2 to these Rules,
- 3/ transport company – the company specified in the Agreement that is responsible for the secured transport of cash organised and conducted in line with the provisions set forth in the regulation of the Minister of Internal Affairs and Administration,
- 4/ Client – an individual, a legal person and an organisational unit without legal personality, provided that it has general legal capacity,
- 5/ Branch – The Bank's Corporate Branch,
- 6/ Statement – an appendix to the Agreement that constitutes an integral part of the Agreement, the template of which constitutes Appendix no. 1 to these Rules,
- 7/ package – a wallet, bag, holder or secure envelope into which the Bank places the closed withdrawal,
- 8/ Sorting Office – an entity that has signed an Agreement on a substitute cash service with the Bank,
- 9/ Agreement – Integrated Bank Account Agreement or the Agreement on making closed cash withdrawals

### Article 3

The Client makes closed cash withdrawals on the basis of an Agreement signed with the Bank.

### Article 4

The provisions of Section 2 of the Payment Services Act of 19 August 2011 and Article 34, Articles 35-37, Article 40 (3)-(4), Article 45, Article 46 (2)-(5), Article 47, Article 48 and Article 51, Articles 144-146 of the Payment Services Act of 19 August 2011 or when admissible, other provisions of law that modify or amend these provisions do not apply to the payment services rendered hereunder.

### Article 5

1. The Rules form an integral part of the Agreement and are binding on both of its parties throughout the term of the Agreement. The Bank reserves the right to amend the Rules pursuant to the principles laid down in Article 32.
2. The relevant provisions of the law, in particular the provisions of the Payment Services Act, the Civil Code, Banking Law and Foreign Exchange Law as well as the secondary regulations, apply to matters not governed by the Agreement or the Rules.

### Article 6

1. Closed cash withdrawals may be made:
  - 1/ at the Sorting Office by the transport company appointed by the Client or
  - 2/ at the Bank's tills personally by the Client or
  - 3/ at the Bank's tills by the transport company appointed by the Client.
2. Clients who wish to use the service referred to in (1) must make appropriate declarations in the Agreement.

### Article 7

1. The Client's order for a closed cash withdrawal is based on a written withdrawal instruction in accordance with the template of the closed cash withdrawal instruction attached as Appendix no. 2 to these Rules.
2. The document of the withdrawal instruction should contain the following elements: the withdrawal date, the Client's name and address, the withdrawal amount in figures and words, the withdrawal currency, the account number from which the withdrawal is made, the withdrawal denomination, the forename, surname and the number of the identity document of the person authorised by the Client to collect the closed cash withdrawal and in the cases referred to in Article 6 (1).1 and .3, also the forename, surname and the number of the identity document of the authorised person from the transport company to collect the closed cash withdrawal from the Sorting Office or the Bank's till and the place of delivery of the money by the transport company.
3. The Client submits to the Bank the written withdrawal instruction in the following manner:
  - 1/ in person,
  - 2/ by fax,
  - 3/ through electronic banking systems.
4. The withdrawal instruction referred to in (3).1 -2 should be signed in accordance with the Client's valid specimen signature card.
5. In the case of a withdrawal instruction referred to in (3).3, the Client's signatures are replaced by authorisation performed by authorised persons in the electronic banking systems.
6. In the event of irregularities in the withdrawal instruction form that is completed by the Client, the withdrawal instruction is not fulfilled.
7. The Bank's employee notifies the persons authorised for contacts with the Bank as specified in the Agreement by telephone forthwith and then confirms the lack of possibility to fulfil the instruction in writing, stating the reason.

### Article 8

1. The moment of receiving the payment instruction by the Bank within the meaning of the Payment Services Act is the moment when the Bank receives a correct payment instruction, in line with Article 7 (3).
2. In the case when the Bank receives the payment instruction, referred to in (1), after the cut-off time specified by the Bank, pursuant to (3), it is assumed that the Bank receives the payment instruction on the following business day for the Bank.
3. Detailed information about the cut-off times for submitting and executing payment instructions placed by the Client and forms and principles of cash settlements applicable at the Bank is communicated to the Client by announcements displayed at the Bank's operating rooms or published on the website of mBank Group [www.mbank.pl](http://www.mbank.pl)

### Article 9

1. The Bank blocks the funds available in the Client's account up to the amount indicated in the withdrawal instruction. Blocking funds makes it impossible for the Client to dispose of them in the amount specified in the withdrawal instruction. Funds are being blocked from 3:30 pm-4:00 pm, for one business day for the Bank before making the withdrawal. If there is no withdrawal within the time limit set forth in the withdrawal instruction, the blocked funds are released from being blocked until the end of the day on which the withdrawal was to be made.
2. If in the Client's account, referred to in (1), there are no funds available the Bank may refuse to fulfil the withdrawal instruction, of which it notifies the Client forthwith.

### Article 10

1. The Bank undertakes to collectively (i.e. by at least two people acting together) prepare and pack the cash in accordance with the withdrawal instruction into the packages.
2. The Bank undertakes to properly prepare the money, namely ensuring that the total amount of the withdrawal matches the amount in the withdrawal instruction and to issue the money to the person authorised by the Client.
3. A copy of the withdrawal instruction should be placed in the package with the money.

### Article 11

1. The Bank may issue one withdrawal in several packages. In such a case, the withdrawal instruction should contain all the numbers of the packages (in the case of bags, the numbers of the bags and the numbers of the seals).
2. In the event when withdrawals are made in various currencies, the withdrawals should be placed into separate packages.

### Article 12

1. The Client is obliged to collect the withdrawal on the date specified in the withdrawal instruction.
2. The Client's change in the withdrawal instruction is treated as a new instruction that replaces the previous instruction.

### Article 13

The Client undertakes to collectively (i.e. by at least two people acting together) open the package and collectively count the money.

### Article 14

1. In the event of any irregularities (the amount of the withdrawal does not match the withdrawal instruction), the Client draws up two copies of a mismatch report, one for the Bank and the other for the Client.
2. The mismatch report should include:
  - 1/ the forenames, surnames and signatures of the persons participating in the counting the cash and finding the difference,
  - 2/ date of receipt and counting of the withdrawal,
  - 3/ the type of mismatch (shortage or surplus),
  - 4/ the banknote denomination,
  - 5/ the mismatch amount.
3. The report should include the components of the withdrawal packaging in which the mismatch amount was found.
4. The differences are compensated by debiting or crediting the Client's bank account from which the withdrawal was made.

### Article 15

The shortfall amounts reported by the Client are admitted by the Bank if all of the following circumstances take place:

- 1/ the shortfall is reported immediately (by delivering the mismatch report to the Branch no later than on the next business day after the cash withdrawal),
- 2/ a surplus is detected at the Bank or the Sorting Office on the day the Client finds a shortfall,
- 3/ the surplus identified has a causal relationship with the shortfall found by the Client,
- 4/ the shortfall is found by persons acting collectively on behalf of the Client and a complaint was submitted in writing.

### Article 16

The Client is liable for the money from the moment the person authorised to collect the money signs the withdrawal instruction.

### Article 17

The Bank books the withdrawals made by debiting the Client's bank accounts that are specified by the Client in the withdrawal instruction.

### Article 18

The activities related to handling closed cash withdrawals by the Bank are conducted on behalf of the Bank by the Sorting Office, the details of which are made available at the Branch.

## 2. Withdrawals made at the Bank's till

### Article 19

1. If the Client makes a withdrawal at the Bank's till, the person who collects the package should collect it intact.
2. The person who collects the package should check whether the package numbers match the numbers entered into the withdrawal instruction and whether the package security has been breached.
3. If the numbers match, the person who collects the package signs the withdrawal instruction.
4. If the package or seal on the package (bag) is found to be damaged, the person authorised to collect the money is obliged to refuse to accept it.

### 3. Withdrawals made through a transport company

#### Article 20

1. The closed cash withdrawals referred to in Article 6 (1).1 and .3, may be made upon submission by the Client of the Statement indicating: the full name of the Client, name and address of the transport company, whose services the Client will use or is using. The Client undertakes to immediately enter into a separate agreement with the transport company for transporting money unless such an agreement has been signed before the conclusion of the Agreement. In addition, in the case referred to in Article 6 (1).1, the Client should include the list of vehicles and possibly persons authorised to make withdrawals on the Client's behalf in the Statement.
2. In the case referred to in Article 6(1).1, if the Statement includes a list of persons authorised to make withdrawals on the Client's behalf, when making the withdrawal the Client should enter in the withdrawal instruction the following text: "in line with the list contained in the Statement" at "the person authorised to collect the money from the Sorting Office on behalf of the transport company is "
3. The Client undertakes to submit the Statement to the Bank forthwith each time the details of the transport company change or the transport company is changed. Such a change of details, referred to in the preceding sentence, does not constitute an amendment to the Agreement.

#### Article 21

1. The Client communicates the principles of collecting packages, as specified in the Rules and the Agreement, to the transport company and in particular notifies it of the requirement to:
  - 1/ present an identity document,
  - 2/ collect money in intact packages,
  - 3/ check that the package numbers match the numbers on the withdrawal instruction,
  - 4/ sign the original of the withdrawal instruction if the numbers match,
  - 5/ draw up two copies of an escorted delivery report for the Client and the transport company,
  - 6/ deliver and hand over the closed cash withdrawal to a person authorised by the Client,as well as to notify the transport company of the transport company's liability for the entrusted money from the moment the transport company's employee signs the withdrawal instruction to the moment the money is delivered to the specified location and the cash acceptance is signed by the person authorised by the Client on the escorted delivery report.
2. If the package or seal on the package (bag) is found to be damaged, the employee of the transport company is obliged to refuse to accept it.
3. The transport company delivers closed and written up packages to the place agreed in the withdrawal instruction and hands over the packages to the person specified on the withdrawal instruction.

#### Article 22

1. The Client is obliged to accept an intact package through an authorised employee at the place specified in the withdrawal instruction.
2. The person receiving the package must check if the package security has not been breached.

#### Article 23

Upon meeting the conditions referred to in Articles 21 and 22, the person receiving the package signs the escorted delivery report.

#### Article 24

1. If the package or seal is found to have been damaged, the person authorised to collect the cash on behalf of the Client conducts a collective (by at least two persons acting jointly) opening and counting of cash - together with the transport company.
2. The principles of the transport company's liability for any irregularities (when the amounts of cash delivered do not match the amounts entered into the withdrawal instruction) related to damage to the package or seal are specified in Article 21 (1).

#### Article 25

In the event of any irregularities (the amount of cash delivered does not match the withdrawal instruction), the Client draws up three copies of a mismatch report, one for the Bank, the Client and the transport company, in line with Article 14 (2), (3) and (4).

### 4. Withdrawals made at the Sorting Office

#### Article 26

The Bank undertakes to notify the Client in writing or via the Internet electronic banking system of the name and address of the Sorting Office which makes closed withdrawals for the given Branch. The Bank notifies the Client of any change in the details of the Sorting Office. Such a change of details, referred to in the preceding sentence, does not constitute an amendment to the Agreement.

#### Article 27

In the event of any irregularities (the amount of cash delivered does not match the withdrawal instruction), the Client draws up three copies of a mismatch report, one for the Bank, the Client and the transport company, in line with Article 14 (2), (3) and (4).

#### Article 28

The Client undertakes to return the used packages to the Bank (except for disposable packs) forthwith upon making the closed cash withdrawal. If the package is not returned to the Bank within 3 business days from its issue by the Sorting Office the Bank has the right to charge the Client with a fee for preparing a collective package for coins or banknotes in line with the applicable "mBank S.A. Tariff of Banking Fees and Commissions for SME and Corporates".

### 5. Final Provisions

#### Article 29

1. The type and amount of fees and commissions for making closed cash withdrawals and other activities regarding closed cash withdrawals, as well as packaging related to making closed cash withdrawals are specified in the "mBank S.A. Tariff of Banking Fees and Commissions for SME and Corporates".
2. Subject to (3)-(4), the Bank collects fees and commissions, referred to in (1), through debiting the Client's bank accounts.
3. The Bank collects fees and commissions for the closed cash withdrawals by debiting the bank account specified in the Agreement.

4. If the Client decides not to collect the withdrawal (or fails to collect the amount of the withdrawal or change the withdrawal instruction on time), the Bank charges a commission on the unfulfilled transaction in the amount specified in the "mBank S.A. Tariff of Banking Fees and Commissions for SME and Corporates".
5. The Bank communicates changes in fees or commissions referred to in (1) through announcements on the notice board at the Branch.

### Article 30

1. The Bank acts as personal data controller of the Customer and their representatives.
2. In order to conclude and perform an Agreement, the Bank processes personal data of the Customer and their representatives. The provision of personal data is necessary for the conclusion and performance of the Agreement.
3. The Bank processes personal data of the Customer and their representatives also:
  - 1/ for the purposes of banking activity, i.e. for the purposes of assessing creditworthiness and analysing credit risk, for statistical and analytical purposes, for the purposes of assessing and monitoring operational risk, handling complaints, asserting claims, preventing fraud, performing obligations arising out of the applicable law, in particular AML, FATCA, CRS, MIFID and archiving,
  - 2/ in order to provide the Customer with marketing materials concerning own services and products of the Bank and subsidiaries of the Bank's Group. The list of mBank Group subsidiaries is available at [www.mbank.pl](http://www.mbank.pl).
4. The Bank processes personal data of the Customer and their representatives for the period necessary to conclude and perform an Agreement, and then for the period of ten years calculated from the date of the Agreement termination or for another period being the prescription period of possible claims. After the lapse of the above time limits, the Bank shall anonymise the personal data.
5. The Customer and their representatives:
  - 1/ have the right to access and correct their data, as well as to transfer them; and
  - 2/ may demand that the data be deleted or limited, or may object to their processing.
6. An employee of the Bank holds the function of the Inspector General for the Protection of Personal Data. S/he may be contacted at the following e-mail address: [Inspektordanychosobowych@mbank.pl](mailto:Inspektordanychosobowych@mbank.pl).
7. Detailed information concerning the principles and procedure for processing personal data by the Bank is specified in the GDPR package available at: [www.mbank.pl/pdf/rodo/pakiet-rodo.pdf](http://www.mbank.pl/pdf/rodo/pakiet-rodo.pdf).
8. The President of the Personal Data Protection Office acts as the supervisory authority in terms of protection of personal data and the Customer and their representatives have to right to lodge a complaint to him/her.

### Article 31

1. The Bank announces that:
  - 1/ execution of foreign transfers via SWIFT (Society for Worldwide Interbank Financial Telecommunications) may result in the government of the United States of America having access to the personal data of the Customer and their representatives. The American authorities have undertaken to use the personal data only for the purpose of counteracting terrorism, respecting the guarantees provided for in the European system of personal data protection,
  - 2/ data, including personal data, of the Customer and their representatives may be disclosed to entities entrusted by the Bank with data processing for the purpose of the performance of agreements on rendering services for the benefit of the Bank.
2. The Bank has the right to provide data on liabilities arising from the Agreement, including the Customer's personal data, to:
  - 1/ Banking Register System ("BR") – a database managed by the Polish Bank Association with its registered office in Warsaw, operating pursuant to the Banking Law Act of 29 August 1997,
  - 2/ Biuro Informacji Kredytowej S.A. (Credit Information Bureau, "BIK") with its registered office in Warsaw, operating pursuant to the Banking Law Act of 29 August 1997,
  - 3/ business information bureaus operating on the basis of the Act on the Provision of Business Information and Exchange of Business Data of 9 April 2010, if:
    - a/ the overall amount of liabilities to the Bank is at least PLN 500,
    - b/ the payment or payments are at least 30 days due and payable,
    - c/ at least one month has passed since the Bank transmitting the data and being the creditor sent a request for payment, warning the Customer of its intention to transmit the data to a bureau, including the bureau's registered business name and address of its registered office, by registered mail to the correspondence address specified by the Customer, and if the Customer has not specified such an address, to the address of the Customer's registered office.
3. The Customer's data, including personal data, collected in BR and BIK may be disclosed to:
  - 1/ other banks,
  - 2/ financial institutions operating as subsidiaries of banks within the meaning of the Banking Law Act of 29 August 1997,
  - 3/ other entities having statutory authorisations – subject to the terms and conditions laid down in the Banking Law Act of 29 August 1997,
  - 4/ business information bureaus operating under the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010, within the scope and on the terms specified in the aforesaid Act.

### Article 32

1. The provisions of the Rules may be amended during the term of the Agreement.
2. The Bank sends the new wording of the Rules or a notification specifying amendments to the Rules, together with the effective date of such amendments, to the Client by registered mail against confirmation of receipt to the Client's last address known to the Bank or hands over the text of the new Rules or the notification of amendments to the Client against a confirmation of receipt.
3. For Clients who signed an Integrated Bank Account Agreement with the Bank the new wording of the Rules or the notification referred to in (2) may also be delivered through a link (hyperlink) on the pages of the Internet electronic banking system to the mBank Group website containing the wording of the amended Rules. Together with the link (hyperlink) on the sites of the Internet electronic banking system the information on the date of publication of the amendments to the Rules on those sites and on the effective date of those amendments will be made available. The day of delivery of the amendments to the Rules to the Client is considered to be the eighth day from the date of publication of the amendments to the Rules on the mBank Group website.
4. The Client's refusal to accept the new terms and conditions of the Agreement arising from any amendments to the Rules should be made in writing within 14 days from the delivery of the new wording of the Rules or the notification and constitutes the termination of the Agreement.
5. The Bank acknowledges the lack of declaration of will as to accepting the new terms and conditions of the Agreement within 14 days of the date of their receipt as the Client's acceptance of the new terms and conditions of the Rules that become effective on the effective date of these amendments.

### Article 33

The Client referred to in Article 32 (3) undertakes to familiarise himself with the banking information published in the Internet electronic banking system, in particular, with the information on amendments to the Rules, at least once a week.

## STATEMENT

Name of the Client: .....

Client's Address: .....

We hereby state that we have signed an agreement on cash transportation services with:

.....  
(name of the transport company\*)

.....  
(address of the transport company\*)

### Concerning closed cash deposit\*\*):

List of cash transportation companies authorised to handle closed cash deposits (first name and surname, ID card number, ID number, photo, specimen signature):

.....

List of persons authorised to execute a closed cash deposit other than the employees of the transport company (first name, surname, ID card number):

.....

List of vehicles of the transport company or of the Client (make, colour, registration number):

.....

### Concerning closed cash withdrawals\*\*):

List of cash transportation companies authorised to handle closed cash withdrawals (first name and surname, ID card number, ID number, photo, specimen signature):

.....

List of persons authorised to execute a closed cash withdrawal other than the employees of the transport company (first name, surname, ID card number):

.....

List of vehicles of the transport company or of the Client (make, colour, registration number):

.....

List of persons authorised to execute a closed cash withdrawal at the Bank's Branch\*\*\*):

.....  
(forename, surname, ID card number)

.....  
(company stamp and signature of persons authorised to make declarations of will with respect to and proprietary rights and obligations on behalf of the Client)

.....  
Place, date

.....  
stamp and signature of the Bank's employee  
verifying the identity of the signatories

\*) If several transport companies are used, state the names and addresses of all of these companies.

\*\*) Delete as appropriate

\*\*\*) For closed cash withdrawals made through the Sorting Office by the transport company selected by the Client, list the vehicles and persons authorised to make closed cash withdrawals should be provided (it is not necessary to list the persons if you intend to enter the details of the persons authorised to make the withdrawal in the withdrawal instruction for each individual withdrawal).



Instruction accepted:

The money in the above amount has been inserted to packages no.: .....  
(packages numbers)

.....  
(signatures and stamps of the employees preparing the withdrawal)

.....  
(signatures and stamps of the employees handing over the withdrawal)

I have received an untampered pack

.....  
(surname, forename and identity document number of the person authorised to collect the money)

.....  
(date and signature)