

Rules

Closed cash deposits

Warsaw, December 2018



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Appendices:

No.1 Statement

1. General Provisions

Article 1

These rules hereinafter referred to as the "Rules" specify the principles of accepting closed cash deposits placed by the Client with mBank S.A. with its registered office in Warsaw.

Article 2

The following terms used herein are construed as follows:

1/ Bank	mBank S.A. with its registered office in Warsaw,
2/ deposit slip	a document used by the Client to make a closed cash deposit; the document should contain the following elements: the amount of the deposit in figures and words, currency, the Client's name and address, the account number to which the deposit is made, the title of the deposit, the depositor's details and the number of the package(s), signature of the depositor.
3/ Cash depository operating manual	a manual specifying the detailed operating instructions for the cash depository that apply in the given Branch or Sorting Office,
4/ transport company	the company specified in the Agreement (in the Statement) that is responsible for the secured transport of cash,
5/ Client	an individual, a legal person and an organisational unit without legal personality, provided that it has general legal capacity, which conclude the Agreement with the Bank,
6/ Branch	The Bank's Corporate Branch,
7/ Authorised Person	person indicated by the Client who will execute closed cash deposits on the Client's behalf,
8/ Statement	an appendix to the Agreement that constitutes an integral part of the Agreement, the template of which constitutes Appendix 1 to these Rules, The statement is to be filled in according to the Client's choice,
9/ package	a closed package (with cash inside) in the form of a safe envelope, a cashbox or another packaging, which cannot be opened without being damaged, with a test report issued by the Institute of Precision Mechanics (Instytut Mechaniki Precyzyjnej) or another certifying unit accredited by the Polish Centre for Accreditation (Polskie Centrum Akredytacji),
10/ Sorting Office	an entity that has signed an Agreement on a substitute cash service with the Bank,
11/ Agreement	Integrated Bank Account Agreement or the Agreement on the acceptance of closed cash deposits,
12/ cash depository	a device or facility for accepting and temporarily storing packages.

Article 3

The Client makes closed cash deposits 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 (except for Article 32a) and Article 34, Articles 35-37, sections 3 and 4 of Article 40, Article 45, sections 2 to 5 of Article 46, Article 47, Article 48, Article 51, and Articles 144 to 146 of the Payment Services Act of 19 August 2011 or, if allowed, any other legal provisions that will amend or modify the above provisions.

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 28.
2. To matters not governed by the Agreement or the Rules the relevant provisions of law, in particular the Civil Code, Banking Law Act, Payment Services Act and Foreign Exchange Law, and their implementing rules, apply.

Article 6

1. Closed cash deposits may be placed by the Client:
 - 1/ at the Sorting Office personally by the Client or
 - 2/ at the Sorting Office by the transport company appointed by the Client or
 - 3/ at the Sorting Facility through the Authorised Person selected by the Client, or
 - 4/ with the use of the cash depository personally by the Client, or
 - 5/ with the use of the cash depository through the transport company selected by the Client, or
 - 6/ with the use of the cash depository through the Authorised Person selected by the Client, or
 - 7/ at the Bank's tills personally by the Client or
 - 8/ at the Bank's tills by the transport company appointed by the Client.
 - 9/ at the Bank's tills through the Authorised Person selected by the Client.
2. Clients who wish to use the service referred to in (1) must make appropriate Statements in the Agreement.
3. The Client may use the service referred to in item (2) or item (5) or item (8) above only upon the Client concluding a separate agreement with the transport company concerning the transport of the funds.

Article 7

1. Closed deposits may be placed in packages issued by the Bank, subject to (2).
2. Closed deposits may be placed in packages other than those issued by the Bank. The condition for using such a package is presenting to the Bank, before making a deposit, a relevant test report issued by the Institute of Precision Mechanics (Instytut Mechaniki Precyzyjnej) or another certifying unit accredited by the Polish Centre for Accreditation (Polskie Centrum Akredytacji). The Client may also present a statement confirming that a relevant test report has been issued by the Institute of Precision Mechanics (Instytut Mechaniki Precyzyjnej) or another certifying unit accredited by the Polish Centre for Accreditation (Polskie Centrum Akredytacji) for a given package, provided that the Bank has approved the contents of the statement.

3. Every package should bear a control number.

Article 8

1. The Client undertakes to complete a deposit slip before making the deposit. The Client enters the packages control number on the deposit slip.
2. If the Bank finds that the details on the packages and the deposit slip do not match, the Client is obliged to explain the reasons for the mismatch in writing on the Bank's request.
3. In the case when the amount on the deposit slip expressed in digits differs from the amount expressed in words, the amount expressed in words prevails.
4. If the Client enters an account number on the deposit slip other than the deposit account number indicated in the Agreement, the Bank is entitled to post the amount of the Closed Deposit to the deposit account indicated in the Agreement.

Article 9

Every deposit should be made in a separate package. One deposit must not be made in several packages.

Article 10

1. The Client should sort and order the cash deposited, i.e.:
 - 1/ banknotes should be banded in sets of 100,
 - 2/ banknotes, from which full packages cannot be formed should be also banded.
2. The money that is prepared should be inserted into the package in such a way that it cannot be removed without visible damage to the package.
3. The amount of money should be adjusted to the volume and other properties of the package.
4. Money expressed in various currencies should be placed into separate packages.

Article 11

The Client authorises the Bank to count the closed deposits in the Client's absence.

Article 12

1. In the event of any differences found in the packages counted, the Client undertakes to compensate for the shortfall found, which arises from a shortfall in the deposit, counterfeit money, cash that does not satisfy the conditions of purchase and differences arising from the use of an incorrect exchange rate.
2. In the case of differences found in counted packages showing a surplus, the Bank is obliged to compensate for the surplus found.
3. The Bank compensates for the differences by debiting or crediting the Client's bank account.
4. In the event of a lack of cash in a package in which a deposit slip is found, the shortfall is deemed as the Client's failure to make a deposit. The Bank retains the deposit slip and notifies the Client by phone and in writing.
5. The Client undertakes to clarify the circumstances in writing.
6. The Client declares that:
 - 1/ the report drawn up by the Bank on the differences found is the only and sole evidence of the differences,
 - 2/ he is familiar with and observes the Bank's requirements on the method of forming and packing money and completing deposit slips.

Article 13

The Client is obliged to:

- 1/ count the packs collectively (by at least two people acting together),
- 2/ credit the Client's bank account with the amount of deposit (after counting), subject to Article 14
- 3/ settle the differences within three business days of the closed deposit being made.

Article 14

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 order, in line with Article 6 (1).
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
4. The Client's bank account maintained with the Bank is credited with the funds of the closed cash deposit no later than on the following business day, with the date of booking the deposit by the Bank as the value date.

Article 15

1. In the case when the package is damaged, the Bank's employee and the employee of the Sorting Office refuses to accept such package.
2. In the case when the closed cash deposit is made with the use of cash depository, and the package is damaged, the Bank contacts the client in order to clarify this case.

Article 16

1. The activities related to the handling of closed deposits by the Bank are conducted on behalf of the Bank by the Sorting Office, the details of which are contained on the notice board at the Branch.
2. The closed cash deposits referred to in Article 6 (1).1, Article 6 (1).6 Article 6 (1).8, Article 6 (1).9 may be made upon submission by the Client of the Statement indicating,
3. The Statement shall include:
 - a. for the closed cash deposits referred to in Article 6 (1).2, Article 6 (1).5 or Article 6 (1).8: the full name of the Client, the name and address of the transport company, first names and surnames of the employees of the transport company authorised to execute closed cash deposits, list of vehicles that the Client will use or uses,
 - b. for the closed cash deposits referred to in Article 6 (1).1, Article 6 (1).3, Article 6 (1).4, 6 (1).6 or 6 (1).9: the full name of the Client, first names and surnames of the persons authorised to execute closed cash deposits, list of vehicles that they will use or use.
4. The Client undertakes to submit the Statement to the Bank forthwith each time the details contained therein change. Such a change of details referred to in the preceding sentence does not constitute an amendment to the Agreement

2. Deposits made at the till

Article 17

The Client puts the original of the deposit slip and one copy of the deposit slip in a package together with cash. The Client hands another copy of the deposit slip to the teller together with the package.

3. Deposits placed into the cash depository (at the Bank or Sorting Office)

Article 18

1. After the Agreement is signed, the Client receives the depository operating manual.
2. The Client undertakes to observe the provisions of the Manual referred to in (1) in accordance with the instructions provided by the Bank or the employees of the Sorting Office.

Article 19

1. After the Agreement is signed, the Bank or the Sorting Office provides the Client with items and devices enabling deposits to be made through the depository.
2. In the event of the incorrect use of the depository or the loss or damage to the holder, key, magnetic card or packages, the resulting costs are borne by the Client.

Article 20

1. Each package should contain one closed deposit, together with one deposit slip (original and copy).
2. The Client undertakes to insert the one copy of the deposit slip together with the sections of the slips assigned for the Bank torn from the secure envelope into a separate envelope and insert the envelope into the correspondence depository.
3. The division of the documents, referred to in (2) is specified in the cash depository operating manual.

Article 21

1. The Bank insures the deposits made against theft, burglary, fire and explosion from the moment the deposit is inserted into the depository.
2. The Bank's liability under the insurance referred to in (1) must not exceed the average amount deposited through the depository in the last 30 deposits made before the damage. If fewer than 30 deposits were made, the liability must not exceed the average amount of the deposits made.
3. The Client has the right to additional insurance.

Article 22

Before terminating the Agreement or in the case of withdrawing from making deposits in the depository, the Client is obliged to return unused items and devices enabling the use of the depository in line with Article 19 (1).

4. Deposits made at the Sorting Office

Article 23

The Client may deliver packages containing money to the Sorting Office or insert packages to the depository at the Sorting Office.

Article 24

The Client puts the original of the deposit slip and one copy of the deposit slip in a package together with cash and hands another copy of the deposit slip to the employee of the Sorting Office.

Article 25

In the cases referred to in Article 6(1).1-3, the Bank immediately notifies the Client in writing of the name and address of the Sorting Office that services closed cash deposits for the given Branch. The Bank notifies the Client of any change in the details of the Sorting Office. The change in the Sorting Office's details does not constitute an amendment to the Agreement.

5. Final Provisions

Article 26

1. The type and amount of commissions or fees for making closed cash deposits and other activities regarding closed cash deposits, as well as items, packages and devices related to making closed cash deposits are specified in the "mBank S.A., Tariff of Banking Fees and Commissions of mBank 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 Client's closed cash deposits that are received by the Bank by debiting the bank account specified in the Agreement.
4. The Bank communicates changes in the commissions or fees referred to in (1) through announcements on the notice board at the Branch.

Article 27

1. The Customer may file a complaint about the services provided by the Bank under the Agreement.
2. Complaints may be filed with each organisational unit of the Bank providing customer service. The list of organisational units of the Bank together with their addresses is published on the official website of mBank Group.
3. Complaints may be filed in writing, verbally – by phone or in person during a meeting with the Bank's employee – or electronically, in particular through the electronic banking system mBank CompanyNet.
4. Every complaint should contain a detailed description of the questionable event, the Customer's expectations regarding the way of resolving the complaint, bank account number, name and statistical number REGON of the Customer as well as data of the person filing the complaint (first name, last name, phone number and e-mail address).
5. The Bank handles complaints forthwith, as soon as it is reasonably practicable; however, the time limit for processing and responding to a complaint should not exceed 15 business days for the Bank from the date on which the Bank received the complaint. In particularly complex cases which make it impossible to handle and respond to a complaint within the time limit stated in the previous sentence, it is admissible to extend the time limit for handling and responding to a complaint to a maximum of 35 business days for the Bank, of which the Bank notifies the Customer.

6. Having handled the complaint, the Bank notifies the Customer of the result of the complaint procedure. Replies to complaints are provided in writing or using another durable medium.
7. In the event when the claims arising from the complaint are not acknowledged, the Customer may request the Bank to reconsider the complaint within 14 days from the date of receipt of the reply to the complaint. The request should be submitted in writing. The request should include the data referred to in (4).
8. The provisions of (1)-(7) do not prejudice the Customer's right to assert claims against the Bank in accordance with the generally applicable law.
9. The Bank's operations are supervised by the Polish Financial Supervision Authority (KNF).

Article 28

The provisions of the Rules may be amended during the term of the Agreement. The delivery of amendments to these Rules to the Client is effected by publishing the amendments at the official website of mBank Group, containing the text of the amended Rules. Along with the amended Rules, information on the date of publication of the amended Rules and their effective date will be provided. The day of delivering the amended Rules to the Client is deemed to be the eighth day from the publication of amendments to the Rules at the official website of mBank Group. The Client's refusal to accept the new terms and conditions of the Agreement arising from amendments to Rules should be made in writing within 14 days from the delivery of the amended Rules or the notification, and constitutes the termination of the Agreement. If the Client does not submit a declaration of intent as to accepting the new terms and conditions of the Agreement within 14 days of the date of their receipt, the Bank will treat this as the Client's acceptance of the amended Rules, which become effective on the effective date of these amendments.

Article 29

The Client referred to in Article 28 (2) undertakes towards the Bank to read the banking information published at the official website of the Group, especially the information on amendments to the Rules, at least once a week.

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.
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.
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.
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.

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).