

**AGREEMENT NO. ....**  
**ON USING THE ELECTRONIC CUSTOMER SERVICE SYSTEM BRESOK OF MBANK S.A.**

On ..... by and between  
mBank S.A. with its registered office in Warsaw, Senatorska 18, entered in the Register of Entrepreneurs of the National Court Register for the Capital City of Warsaw, 12th Commercial Division of the National Court Register under the KRS number 0000025237, holder of the tax identification number NIP: 526-021-50-88, with its fully paid-up share capital amounting to .....as at .....

Branch ..... (the „branch”),  
(name and detailed address)

represented by:

1.....  
(name, surname, position)

2.....  
(name, surname, position)

hereinafter the “Bank”,

and

.....  
(name of the Account Holder as in the registration document)

with its registered office in.....  
(detailed address)

represented by:

1.....  
(name, surname, position)

2.....  
(name, surname, position)

3.....  
(name, surname, position)

a party to Bank Account Agreement No. .... signed with the Bank on .....  
(type of an account: current / auxiliary),

hereinafter the “Customer”,

the Agreement was concluded which reads as follows:

**§ 1**

Under this Agreement:

- 1/ The Bank undertakes to guarantee the Customer access to funds deposited in the Customer’s bank accounts through cable or wireless communication devices used by the Customer, access to bank information, intra-system electronic mail and execution of orders placed by the Customer,
- 2/ The Customer authorises the Bank to debit his/her bank account with the amount of executed instructions and fees and commissions due to the Bank, including costs of foreign bank in the case of execution of orders, and with the amount of postal fees arising from execution of a postal order.

**§ 2**

1. To matters not governed by this Agreement, provisions of the Rules of the Electronic Customer Service System BRESOK of mBank S.A., the bank account agreement, the bank account rules, referred to in the Rules of the Electronic Customer Service System BRESOK of mBank S.A., and generally applicable law apply.
2. The Customers hereby states that prior to entering into this Agreement, s/he received and familiarised himself/herself with the Rules of the Electronic Customer Service System BRESOK of mBank S.A., agrees with their provisions and undertakes to follow them.

**§ 3**

The Bank executes orders submitted by the Customer under the provisions of the Rules of the Electronic Customer Service System BRESOK of mBank S.A.

**§ 4**

1. Under this Agreement, the Bank charges fees and commissions as per the „Tariff of banking fees and commissions of mBank for SME and Corporates” - Chapter I: Bank Accounts, which is an integral part of this Agreement. The fees and commissions are charged in accordance with the Rules of the Electronic Customer Service System BRESOK of mBank S.A.
2. The Bank charges a fee for servicing a postal order, subject to the fee referred to in paragraph 1, postal fees in line with the current price list of the Postal Operator included as stipulated in the Rules of the Electronic Customer Service System BRESOK of mBank S.A.

1 Delete as appropriate.

- The type or amount of fees and commissions may change. The rules for changing the type and amount of fees and commissions are stipulated in the Rules of the Electronic Customer Service System BRESOK of mBank S.A.

**§ 5**

- This Agreement has been concluded for the period of 5 years, subject to § 6 and § 7.
- The Agreement will be extended for another 5 years, unless the Customer submits a written statement of approval of the Agreement expiry to the Bank within one month prior to the expiry date of the Agreement. The Agreement may be extended many times.
- The Customer's statement of approval of the Agreement expiry should be made in writing and handed to a branch employee against receipt or sent by registered mail against acknowledgment of receipt. The day of delivery is deemed as the day on which the statement is received by a branch employee.

**§ 6**

- This Agreement may be terminated by the Customer or the Bank with one-month notice. The period of notice runs from the date of delivery of the termination notice to one of the parties.
- The Bank may terminate the Agreement in accordance with paragraph 1 for important reasons defined in the Rules of the Electronic Customer Service System BRESOK of mBank S.A.
- Termination of the Agreement by any of the parties is made in writing and should be signed by persons authorised to make declarations of will with respect to proprietary rights and duties. In the event when the Bank terminates the Agreement, the Customer is notified of the reason for the termination.

**§ 7**

This Agreement expires on the date of termination of the bank account agreement, referred to in the introductory part of this Agreement.

**§ 8**

- Amendments to the provisions hereof may be introduced solely in writing.
- Amendments to Appendices to the Agreement, listed in § 11 paragraph 1, constitute amendments hereto.

**§ 9**

The Parties agree and state that on the date of conclusion hereof, the Agreement on Using the Electronic Customer Service System BRESOK of mBank S.A. concluded between the parties to this Agreement on ..... becomes null and void.<sup>2</sup>

**§ 10**

Furthermore, the parties also agree as follows (additional arrangements between the parties):

.....

.....

.....

.....

**§ 11**

- The following constitute an integral part of this Agreement:
  - the „Information on electronic signatures put by the Customer in the BRESOK system”,
  - the „Application form to the Electronic Customer Service System BRESOK” including the appendices,
  - the „Form for cancelling a batch order to be executed at a future date”,
  - the „Tariff of banking fees and commissions of mBank for SME and Corporates” - Chapter I: Bank Accounts.
- The Customer confirms that s/he familiarised himself/herself with the appendix, referred to in paragraph 1 point 1, by putting his/her signature thereon prior to entering into this Agreement.

**§ 12**

All disputes between the Parties arising from the Agreement shall be settled by court of general jurisdiction competent for the registered office of the Bank's Branch indicated in the introductory part of the Agreement.

**§ 13**

This Agreement has been drawn up in two counterparts, one for each Party.

.....  
On behalf of  
/full name of the Customer/

.....  
On behalf of the Bank

.....  
/company stamp and signatures for the Bank/

.....  
/company stamp and signatures of persons authorised to make declarations of will in terms  
of proprietary rights and duties on behalf of the Customer/

<sup>2</sup> Delete if the Customer is not a party to an applicable Agreement on Using the Electronic Customer Service System BRESOK of mBank S.A.

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Signatures put on behalf of the Customer have been verified<sup>3</sup>:

.....  
/date, position stamp and signature of the Bank employee/

.....  
On behalf of  
/full name of the Customer/

.....  
On behalf of the Bank

/company stamp and signatures of persons authorized to make declarations of will in terms  
of proprietary rights and duties on behalf of the Customer/

/company stamp and signatures for the Bank/

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The Agreement template was verified<sup>4</sup>:

.....  
/date, stamp and signature of the Bank's employee/

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3 Delete on the Customer's copy of the Agreement.  
4 Delete on the Customer's copy of the Agreement.