



**AGREEMENT NO. ....**  
**regarding the Use of mBank S.A. Internet Customer Service System mBank CompanyNet**

On \_\_/\_\_/\_\_\_\_ by and between mBank S.A. with its registered office in Warsaw, at Prosta 18, entered in the register of entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw, 13th Commercial Division under KRS No. 0000025237, holder of NIP number 526-021-50-88, with its fully paid up share capital amounting to ..... as at .....

Branch in ..... ("branch"),  
/name and precise address/

represented by:

1. ....  
/first and last name, position/

2. ....  
/first and last name, position/

hereinafter referred to as the "Bank", and

.....  
/name of Account holder as defined in the record or register document/

domiciled in .....  
/precise address/

represented by:

1. ....  
/first and last name, position/

2. ....  
/first and last name, position/

3. ....  
/first and last name, position/

being party of a Bank Account Agreement no. ....

entered into with the Bank on ..... (type of account: current/auxiliary),

hereinafter referred to as the "Customer", an Agreement has been concluded which reads as follows:

**§ 1**

Under this Agreement:

- 1/ The Bank undertakes to provide the Customer with the mBank CompanyNet system enabling access to funds deposited in the indicated bank accounts of the Customer by means of wired or wireless communication devices used by the Customer, to provide the Customer with access to banking information and communication forms, as well as to fulfil the Customer's instructions.
- 2/ The Customer authorises the Bank to charge his/her account with the amounts of executed payment instructions as well as the fees and commissions charged by the Bank, including any commissions or fees of a bank acting as intermediary in the fulfilment of the order.

**§ 2**

1. To matters not regulated under this Agreement the provisions of the "Regulations of mBank S.A. Internet Customer Service System mBank CompanyNet", the "Description of Term Deposits" and the "Description of FX Transactions" with the "Rules of Cooperation for Financial Market Transactions" or with the "Rules of Cooperation for Financial Market Transactions for institutional clients", the bank account agreement, the "Regulations on Opening, Holding and Closing Bank Accounts at mBank S.A.", and generally applicable laws apply.
2. The Customer declares that he/she received and read the "Regulations of mBank S.A. Internet Customer Service System mBank CompanyNet", the "Description of Term Deposits", the "Description of FX Transactions", the "Rules of Cooperation for Financial Market Transactions", and the "Rules of Cooperation for Financial Market Transactions for institutional clients" appended to the Agreement and constituting an integral part hereof, accepts them and undertakes to observe their provisions.

**§ 3**

The Bank fulfils instructions submitted by the Customer under rules set forth in the "Regulations of mBank S.A. Internet Customer Service System mBank CompanyNet".

1 Delete as appropriate.

**§ 4**

1. Under this Agreement the Bank charges commissions and fees specified in the "Tariff of banking fees and commissions of mBank for SME and Corporates" – Section I – Maintaining and servicing bank accounts, which is an integral part of the Agreement. Commissions and fees are charged pursuant to the contents of the "Regulations of mBank S.A. Internet Customer Service System mBank CompanyNet".
2. For the servicing of a postal order, the Bank shall collect, subject to the fee mentioned in paragraph 1, postal charges in accordance with the current price list of the Postal Operator published in the place indicated in the "Regulations of mBank S.A. Internet Customer Service System mBank CompanyNet".
3. The level or type of the fees or commissions may change. The rules for changes of the type or amount of fees and commissions are set forth in the "Regulations of mBank S.A. Internet Customer Service System mBank CompanyNet".

**§ 5**

1. This Agreement has been concluded for a definite period of 5 years.
2. If within one month preceding the expiry date of the Agreement the Customer does not deliver to the Bank his/her written statement on non-approval for extension of the Agreement, the Agreement shall be extended for a subsequent five-year period. The Agreement may be extended many times.
3. The Customer's statement on non-approval for extension of the Agreement should be made in writing and handed to a branch employee against confirmation of receipt, or delivered to the branch by recorded delivery registered post. The date of the statement's receipt by the branch employee is deemed as the delivery date of the statement.

**§ 6**

1. Either the Customer or the Bank may terminate the Agreement by providing a notice period of one month. The notice period of the termination shall start on the date the notice is delivered to one of the parties.
2. The Bank may terminate the Agreement pursuant to provisions of paragraph 1 for valid reasons, defined in the "Regulations of mBank S.A. Internet Customer Service System mBank CompanyNet".
3. The termination of the Agreement by either Party is made in writing and is signed by persons authorised to make declarations of will in the scope of proprietary rights and duties of the parties. In the event when the Bank terminates the Agreement, the Customer is notified of the reason for the termination.

**§ 7**

This Agreement dissolves on the day of dissolving the bank account agreement which is referred to in the Customer's identification details in the preamble to this Agreement.

**§ 8**

Amendments to the Agreement may be introduced only in writing or electronically, with the proviso that the "Tariff of Bank Fees and Commissions at mBank for SMEs and Corporates" and provisions of the rules and regulations referred to in § 11 are amended in line with the principles set forth in the respective rules and regulations referred to in § 11.

**§ 9**

In case of discrepancies between the provisions of the regulations referred to in § 11 and provisions of this Agreement, provisions of the Agreement shall prevail.

**§ 10**

The "mBank CompanyNet System Customer's Access Rights Card" signed by the Customer and approved by the Bank, together with appendices to it, constitutes an integral part of this Agreement.

**§ 11**

The following regulations, delivered to the Customer before the conclusion of this Agreement, constitute its integral part:

- 1/ "Regulations of mBank S.A. Internet Customer Service System mBank CompanyNet",
- 2/ "Description of Term Deposits",
- 3/ "Description of FX Transactions",
- 4/ "Rules of Cooperation for Financial Market Transactions" and the "Rules of Cooperation for Financial Market Transactions for institutional clients",
- 5/ The "Regulations on the Provision and Service of Trade Finance Products through the mBank S.A. CompanyNet Internet Customer Service System"<sup>2</sup> and the "Tariff of banking fees and commissions of mBank for SME and Corporates".

**§ 12**

Any disputes arising from this Agreement shall be heard by the court of general jurisdiction competent for the registered office of the Bank.

**§ 13**

This Agreement has been executed in two original counterparts, one for each of the Parties.

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

/company seal and signatures of persons authorised to make  
declarations of will regarding the property rights and obligations  
on behalf of the Customer/

.....  
On behalf of the Bank

/company stamp and signatures on behalf of the Bank/

\_\_\_\_\_  
The form of Agreement had been verified:<sup>3</sup>

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

- 2 Delete if the Customer does not use the Trade finance module.
- 3 Delete on the copy of the Agreement for the Customer.