

**Agreement No. \_\_\_\_\_ for Personal Payment Account with Basic Features and Payment Card and Provision of Electronic and Telephone Banking Services ("Agreement")**

made on

....  
 through the agency of Post Office No. .... (enter the Post Office's circuit reference number) of Poczta Polska S.A of Warsaw, with its registered office at ul. Rodziny Hiszpańskich 8, 00-940 Warsaw, Poland, entered in the business register of the National Court Register maintained by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, under No. KRS 0000334972, with a share capital of PLN 774,140,000 (paid up in full), Tax Identification Number (NIP) 525-000-73-13,  
 through the agency of ..... (enter the agent's name and circuit reference number) of Poczta Polska Dystrybucja S.A of Warsaw, with its registered office at ul. Rodziny Hiszpańskich 8, 02-685 Warsaw, Poland, entered in the business register of the National Court Register maintained by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, under No. KRS 0000018639, with a share capital of PLN 10,870,000.00 (paid up in full), Tax Identification Number (NIP) 526-24-90-114,

by and between

..... (enter the Bank Branch's name and address) of Bank Pocztowy S.A. of Bydgoszcz, with its registered office at ul. Jagiellońska 17, 85-959 Bydgoszcz, Poland, entered in the business register maintained by the District Court of Bydgoszcz, 13th Commercial Division of the National Court Register, under No. KRS 0000010821, with a share capital of PLN 128,278,080 (paid up in full), Tax Identification Number (NIP) 554-03-14-271, licensed to operate under President of the National Bank of Poland's decision No. 18 of April 5th 1990 and regulated by the Polish Finance Supervision Authority, SWIFT: POCZPLP4, email address:informacja@pocztowy.pl, represented by:  
 hereinafter referred to as the "Bank", and

	ACCOUNT HOLDER 1	ACCOUNT HOLDER 2/LEGAL REPRESENTATIVE
<b>Personal details</b>		
Surname		
Forename and middle name(s)		
Mother's maiden name		
Mother's forename		
Father's forename		
Type and number of Identity Document ( <b>DO</b> – Polish national identity card (dowód osobisty), <b>mDowód</b> (Polish electronic national identity card), <b>PP</b> – Polish passport, <b>PZ</b> – foreign passport, <b>OTHER</b> – please specify)		
Issuing country		
Polish National Identification Number (PESEL) (or date of birth if the person does not have PESEL)		
Date of issue	DD/MM/YYYY	DD/MM/YYYY
Expiry date	DD/MM/YYYY or: <input checked="" type="checkbox"/> Valid for indefinite term	DD/MM/YYYY or: <input checked="" type="checkbox"/> Valid for indefinite term
Place of birth (country/town or city)		
Nationality		
<b>Residence</b> <i>The Account Holder hereby represents that his or her details included in this Agreement, including his or her address of residence, are true, accurate and complete.</i>		
Street name, building/suite number		
Zip code, town or city/country		
<b>Contact details</b>		
Landline phone number		
Mobile phone number		
Email address		
<b>Correspondence address</b> (i.e. address to which correspondence regarding products and services under this Agreement will be sent; unless a different address is specified, the address of residence of Account Holder is assumed to be the correspondence address for the purposes hereof)		
Street name, building/suite number		
Zip code, town or city/country		
hereinafter referred to as the "Account Holder", with the Bank and the Account Holder to be hereinafter jointly referred to as the "Parties" in relation to the products and services covered by this Agreement and/or a separate confirmation attached as an appendix hereto.		
Bank Pocztowy Payment Account with Basic Features number _____ does not bear interest. Currency of the Account: PLN		
<b>I/we hereby apply for a Payment Card for the above Account for:</b>	Account Holder 1 <input checked="" type="checkbox"/> YES - Mastercard <input type="checkbox"/> NO	Account Holder 2 <input checked="" type="checkbox"/> YES - Mastercard <input type="checkbox"/> NO
<b>ATM Subscription for Payment Card</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>Services requested</b> (tick the box next to the service you wish to have access to)	<b>ACCOUNT HOLDER 1</b>	<b>ACCOUNT HOLDER 2/LEGAL REPRESENTATIVE</b>

Do you wish to have the Electronic Banking Service and/or Electronic Banking Service activated?	<input checked="" type="checkbox"/> Electronic Banking Service <input checked="" type="checkbox"/> Telephone Banking Service	<input checked="" type="checkbox"/> Electronic Banking Service <input checked="" type="checkbox"/> Telephone Banking Service
<b>Preferred delivery method for first sign-in password</b> <i>(tick the SMS box if you wish to have the password texted to your mobile telephone number provided in the contact details; otherwise the password will be mailed in hard-copy form to your correspondence address)</i>	<input checked="" type="checkbox"/> SMS	<input checked="" type="checkbox"/> SMS
<b>Amount limits</b> for payment transactions ordered via the Electronic Banking Service <i>(amounts in whole PLN; the single transaction limit cannot be higher than the daily limit)</i>	<input checked="" type="checkbox"/> daily limit: ..... PLN <input checked="" type="checkbox"/> single transaction limit: ..... PLN	<input checked="" type="checkbox"/> daily limit: ..... PLN <input checked="" type="checkbox"/> single transaction limit: ..... PLN
<b>Amount limits</b> for payment transactions ordered via the Telephone Banking Service	<input checked="" type="checkbox"/> daily limit: ..... PLN <input checked="" type="checkbox"/> single transaction limit: ..... PLN	<input checked="" type="checkbox"/> daily limit: ..... PLN <input checked="" type="checkbox"/> single transaction limit: ..... PLN
Customer Identification Number (CIN)		
Do you wish to have the Text Message Notification Service activated (a package of three free text message notifications)?	YES/NO	YES/NO
<b>Do you wish to be able to check your Account Balance at Post Office Outlets?</b>	<input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>Monthly Account Statements</b>	<i>Please select one of the two main Account Statement provision methods:</i>	
	<input checked="" type="checkbox"/> Account Statements to be emailed at .....	
	<input checked="" type="checkbox"/> Account Statements to be made available in hard copy at Bank Branches	
<b>Additional Account Statement provision method</b>	<input checked="" type="checkbox"/> Hard-copy Account Statements to be mailed to the correspondence address <i>(a mailing fee applies under the Fees and Commission Schedule)</i>	
<b>Fee Statement provision method</b>	<input checked="" type="checkbox"/> Fee Statements to be emailed at .....	
	<input checked="" type="checkbox"/> Fee Statements to be mailed to the correspondence address	

The Parties agree as follows:

## General

### Clause 1

- At the Account Holder's request and subject to Clause 1.7 hereof, the Bank may under this Agreement deliver and provide to the Account Holder the following products and services:
  - operate a Payment Account with Basic Features in accordance with the 'Bank Pocztowy S.A. Personal Accounts Terms and Conditions' (the "Account Terms and Conditions");
  - issue a Payment Card in accordance with the 'Bank Pocztowy S.A. Personal Debit Payment Card Terms and Conditions' (the "Payment Card Terms and Conditions");
  - provide the Electronic Banking Service and Telephone Banking Service in accordance with the 'Bank Pocztowy S.A. Electronic and Telephone Banking Terms and Conditions' (the "Electronic and Telephone Banking Terms and Conditions").
- The Bank shall operate and provide the services referred to in Clause 1.1 hereof in accordance with the Account Terms and Conditions, Payment Card Terms and Conditions, and Electronic and Telephone Banking Terms and Conditions (jointly the "Terms and Conditions"), which together with an excerpt from the 'Bank Pocztowy S.A. Retail Banking Fees and Commissions Schedule' (the "Fees and Commissions Schedule") and the Representative Service Fees Schedule constitute an integral part of this Agreement and jointly form a framework contract as defined in the Payment Services Act.
- The Terms and Conditions referred to in Clause 1.2 hereof shall become an integral part hereof upon the Bank's making a particular product or service available to the Account Holder at his or her request and subject to the Account Holder being given the opportunity to read them first.
- In order to enable performance of this Agreement and communication between the Parties, the Bank shall make available to the Account Holder Means of Remote Communication in accordance with the Terms and Conditions.
- Authorisation of Instructions, identification of the Account Holder, and delivery and use of products and services under this Agreement shall be governed by the Terms and Conditions as applicable to a given product or service.
- The service consisting in the operation of a Payment Account with Basic Features shall include execution of payment transactions referred to in Clause 10 hereof subject to Clause 11 hereof in accordance with the Account Terms and Conditions.
- The Account Holder shall keep confidential the CIN and Individual Credentials assigned to him or her, including the Password, and not disclose them to any third parties and shall be liable for any consequences of failure to comply with this requirement.  
The detailed scope of the Parties' liability is defined in the Account Terms and Conditions.

### Clause 2

- The Agreement has been concluded for an indefinite term.
- Subject to Clause 7 and Clause 12 hereof, the Bank shall notify the Account Holder or his or her legal representative, as appropriate, in writing of any planned amendment to this Agreement no later than two months prior to the proposed effective date of the amendment, with such notice to be ineffective unless given in writing.
- In the absence of the Account Holder or his or her legal representative's objection to the proposed amendment, the Account Holder shall be deemed to have consented thereto. The Account Holder's objection to the proposed amendment shall result in termination of this Agreement on the day preceding the proposed effective date of the amendment, with no termination fees applicable. The Account

Holder or his or her legal representative shall also have the right to terminate this Agreement prior to the proposed effective date of the amendment with effect from the date of being notified thereof but in any case no later than from the proposed effective date, with no termination fees applicable.

4. Subject to Clause 2.5 hereof, the Account Holder or his or her legal representative may withdraw from this Agreement without cause within 14 days of its execution by submitting a relevant written notice compliant with the dedicated form attached as an exhibit hereto. Notwithstanding the foregoing, if this Agreement is concluded in violation of Article 26.1–3 or Article 26.4 of the Payment Services Act of August 19th 2011 (consolidated text: Dz.U. of 2022, item 2360, as amended), the Account Holder or his or her legal representative shall have the right to withdraw from it at any time but in any case no later than within 30 days from receipt of information specified in Article 27 of the Payment Services Act in the manner referred to in Article 26.1 thereof.
5. If this Agreement is executed by Means of Remote Communication, the Account Holder or his or her legal representative may withdraw from it without cause by submitting a relevant written notice within 14 days from the later of the date of its execution and the date of confirmation of such information as is referred to in Article 39.3 of the Consumer Rights Act of May 30th 2014 (Dz.U. of 2020, item 287, as amended). The notice of withdrawal from the Agreement shall be deemed given within the prescribed time limit if it is mailed prior to the expiry of that time limit. The Account Holder or his or her legal representative shall not bear any costs of such withdrawal but shall pay any fees and commissions due for any services actually performed hereunder provided that the Bank, having secured the Account Holder or his or her legal representative's prior consent, commenced provision of services hereunder before the expiry of the time limits specified in this Clause 2.5 and notified the Account Holder or his or her legal representative of the amounts and rates of fees and commissions payable for such services under the Fees and Commissions Schedule. If the Bank fails to comply with its obligations under Article 39.1–3 of the Consumer Rights Act, the Account Holder or his or her Legal Representative may withdraw from this Agreement at any time without being liable to pay any of the Bank's costs.
6. The Account Holder may terminate this Agreement at any time upon one month's notice, which shall be ineffective unless given in writing.
7. Subject to Clause 11.1.5 hereof, the Bank may terminate this Agreement as provided for in the Account Terms and Conditions or, if the Bank wishes to terminate it with respect to the Payment Card issued hereunder, as provided for in the Payment Card Terms and Conditions.
8. The Bank fulfils its data protection notification obligation towards the Account Holder upon accepting his or her application for a Payment Account with Basic Features, which includes his or her personal data. Information on personal data protection by the Bank is also included in the Account Terms and Conditions.
9. If the Bank has grounds to suspect that an Account is being used for any unlawful purpose or in any unlawful manner or by an unauthorised person or the Bank is unable to apply any of the financial security measures under the Anti-Money Laundering and Combating the Financing of Terrorism Act, the Bank shall have the right to refuse to conclude a new Agreement or to terminate this Agreement with immediate effect, restrict access to the funds held in the Account or block the Account, as well as to block the Electronic and/or Telephone Banking Service for the Account Holder and block his or her Payment Cards with immediate effect.

### **Clause 3**

The Bank shall have the right to contract a third-party credit management service provider to collect any past-due amounts owed to the Bank on its behalf.

### **Clause 4**

1. If the Account Holder is dissatisfied with the quality of Bank services, he or she may file a Complaint with the Bank. By executing this Agreement, the Account Holder shall be deemed to have consented to the Bank's responding to such Complaint in writing or by using other Durable Medium, with the proviso that a response by email shall only be possible at the complainant's request. The detailed procedure for processing Complaints is set out in the Terms and Conditions.
2. The Account Holder, having exhausted the Complaint procedure at the Bank, shall have the right to petition the Banking Consumer Arbitrator at the Polish Bank Association (ul. Kruczkowskiego 8, 00-380 Warsaw, Poland) to resolve the dispute, as long as it concerns monetary claims of no more than PLN 12,000 arising from the Bank's failure to perform, or properly perform, this Agreement. The dispute resolution procedure before the Banking Consumer Arbitrator shall be governed by the Banking Consumer Arbitration Rules as available on the Polish Bank Association website at [www.zbp.pl](http://www.zbp.pl).
3. Having exhausted the Complaint procedure at the Bank, the Account Holder shall also have the right to refer the matter to the Financial Ombudsman by mail, at ul. Nowogrodzka 47A, 00-695 Warsaw, Poland, or by telephone at 22 333 22333 7326 or 22 333 73 27, or by fax at 22 333 73 29. For details on requesting the Financial Ombudsman for assistance, visit [www.rf.gov.pl](http://www.rf.gov.pl) and refer to the applicable Terms and Conditions.
4. The Banking Consumer Arbitrator referred to in Clause 4.2 hereof and the Financial Ombudsman referred to in Clause 4.3 are competent to resolve consumer disputes under the Alternative Consumer Dispute Resolution Act of September 23rd 2016 (Dz.U. of 2016, item 1823, as amended).
5. The Account Holder or any other person using Bank services may also submit to the Polish Financial Supervision Authority a complaint against the Bank if the Bank's actions infringe the law. Such complaint can be made in writing and mailed to the following address: ul. Piękna 20, 00-549 Warsaw, PO Box 419, or filed using a dedicated online form as specified on the PFSA website at [www.knf.gov.pl](http://www.knf.gov.pl).
6. The Account Holder or any other person using the Bank services may also request that a Municipal or District Consumer Ombudsman assist him or her in filing a grievance or Complaint against the Bank.
7. Any disputes arising from this Agreement shall be submitted for resolution to a competent court in the venue where the Account Holder is resident.

### **Clause 5**

1. This Agreement has been made in two counterparts, one for each Party.
2. This Agreement has been executed in Polish, which shall also be the language of communication between the Parties for the duration of their contractual relationship hereunder. This Agreement shall be governed by and construed in accordance with the laws of Poland.
3. The Account Holder or his or her legal representative may at any time during the term of this Agreement request that the text of this Agreement be provided to him or her in hard copy, on a Durable Medium, or, subject to the Account Holder's prior consent, by email.

### **Clause 6**

1. The Account Holder is hereby advised that performance of services covered by this Agreement may entail a risk of:
  - 1) execution of an unauthorised transaction on the Account.
  - 2) defective performance of a service by reason of a failure in the ICT infrastructure used by the Bank to provide the services covered by this Agreement or by reasons of unavailability or malfunction of the Electronic Banking Service and/or Telephone Banking Service.
2. The Account Holder or his or her legal representative acknowledges and agrees that satisfaction of relevant conditions, as specified in the Terms and Conditions applicable to different products and services covered by this Agreement and subject to Clause 8 and Clause 12 hereof, may prompt a change in interest rates, fees and/or commissions applicable hereunder or introduction of new fees and/or commissions to be applied hereunder.

3. The Account Holder or his or her legal representative acknowledges and agrees that in order to exercise his or her right to access the contents of this Agreement, the Account Holder or his or her legal representative shall submit a relevant written Instruction to the Bank either in person at a Bank Branch or Post Office Outlet or by mail. Such Instruction shall include the Account Holder's national identification (PESEL) number and the number of the Agreement which the Bank is expected to provide as well as specify the preferred form which document is to be provided in (i.e. a pdf file to be sent by email or a hard copy to be mailed to the correspondence address).
4. If such risk as is referred to in Clause 6.1 hereof materialises, the Bank shall be liable towards the Account Holder under the applicable Terms and Conditions.

#### **Clause 7**

1. The Parties acknowledge and agree that aggregate information on payment transactions executed on the Account, changes in the Account Balance and any fees and commissions due to the Bank shall be presented to the Account Holder on Account Statements.
2. An Account Statement shall include such information as is specified in the Account Terms and Conditions or other Terms and Conditions applicable to a given product or service, as referred to in Clause 1.2 hereof.
3. The frequency, method and aspects of providing Account Statements and Fee Statements to the Account Holder shall be defined in accordance with the applicable Terms and Conditions.
4. The Bank shall have the right to refuse to execute an authorised Payment Order for reasons specified in the Terms and Conditions applicable to the product or service which such Payment Order is related to.
5. The Bank shall notify the Account Holder of any rejected non-financial transactions as referred to in the Electronic and Telephone Banking Terms and Conditions in accordance with the Terms and Conditions applicable to given product.
6. The detailed rules for authentication, rejection and cancellation of payment transactions (Payment Orders) as well as the detailed scope of payment services provided hereunder are defined in the Account Terms and Conditions.

### **Operation of Payment Accounts**

#### **Clause 8**

No funds held in a Payment Account with Basic Features shall bear interest.

#### **Clause 9**

1. If this Agreement is concluded for an Account by a Minor (at least 13 years of age) or Partially Incapacitated Person, his or her legal representative hereby represents that he or she does not object to the person's transacting on the Account. The legal representative may change this representation in writing.
2. If this Agreement is concluded by a Minor or Partially Incapacitated Person, his or her legal representative represents that he or she consents to its conclusion and to subsequent opening by the Bank of a Payment Account, Savings Account or Time Deposit for that person.  
The Minor or Partially Incapacitated Person being Party hereto may apply for a Savings Account or Time Deposit at any time during the term of this Agreement. The legal representative's consent also extends to the closing of the Minor or Partially Incapacitated Person of any Accounts opened hereunder, with the proviso that if the balance in the Account exceeds the limit referred to in Clause 5b.1 of the Account Terms and Conditions, prior consent of the competent guardianship court shall be required to close the Account.  
The legal representative may at any time revoke his or her consent granted under this Clause 9. Following such revocation, the Bank shall no longer be able to operate the Minor or Partially Incapacitated Person's Account(s).
3. The provisions of:
  - 1) Clause 5a, Clause 5b and Clause 5c of the Account Terms and Conditions as referred in Clause 1.1.1 hereof shall apply to and be effective for this Agreement;
  - 2) Clause 5.1 of the Account Terms and Conditions as referred in Clause 1.1.1 hereof shall not apply to and shall be ineffective for this Agreement;
  - 3) Clause 35 of the Account Terms and Conditions as referred in Clause 1.1.1 hereof shall not apply to and shall be ineffective for this Agreement;
4. The provisions of Clause 10.1, Clause 24.1, Clause 24.3, Clause 24.4, Clause 24.5, Clause 25.2, Clause 26.1, Clause 26.3, and Clause 30.2 of the Payment Card Terms and Conditions as referred to in Clause 1.1.2 hereof, which govern the amount and other transaction limits applicable to Accounts held by Minors or Partially Incapacitated Persons shall apply to and be effective for this Agreement.
5. If the Account Holder has full legal capacity and holds the Account individually hereunder, he or she may place a Pay-on-Death Order with the Bank in accordance with the applicable Account Terms and Conditions.
6. The foreign exchange rates in effect at the Bank are Reference Exchange Rates as defined in the Payment Services Act.
7. Account Holders may deposit and withdraw foreign currencies at Bank Branches which handle such Deposits and Withdrawals and whose list is available on the Bank Website.
8. The Bank shall have the right to change the Reference Exchange Rates with immediate effect without prior notice to the Account Holder in accordance with the applicable Account Terms and Conditions. The Account Holder shall bear the risk of such change.
9. Negotiated rates applicable to individually negotiated transactions shall be notified to the Account Holder prior to entering into such transaction. The Account Holder shall be liable for any unauthorised payment transactions as provided for in the applicable Terms and Conditions and up to the amount specified therein.
10. The Bank shall have the right to block a Payment Instrument in accordance with the Terms and Conditions applicable thereto or, where those Terms and Conditions do not provide for such blocking, by reason of a risk to the Payment Instrument's security, suspicion of an unauthorised use of the Payment Instrument, including of an unauthorised payment transaction caused by the Account Holder's wilful act or omission, or increased risk of the Account Holder's becoming uncreditworthy for the purposes of the Payment Instrument if its use is related to the Account Holder's drawing on a credit facility granted to him or her. The Bank shall give the Account Holder prior notice of the blocking of the Payment Instrument in the same manner in which it provides Account Statements to him or her or, if giving such prior notice is impossible, the Bank shall notify the Account Holder of such blocking as soon as practicable thereafter. The foregoing provision shall not apply where giving such notice could pose a further security risk or is prohibited by law. The Bank shall unblock the blocked Payment Instrument or replace it with a new one when the reasons for which it was blocked cease to apply.
11. The Terms and Conditions referred to in Clause 9.10 hereof also provide for a refund of the amount of an executed payment transaction in certain cases.

#### **Clause 10**

1. A Payment Account with Basic Features enables its Holder only to:
  - 1) deposit funds in the Account;
  - 2) withdraw cash from the Account in any Member State;
    - a) at an ATM, Bank Branch or Post Office Outlet as defined in Article 4.1.1 of the Banking Law,
    - b) at a branch of a foreign bank as defined in Article 4.1.20 of the Banking Law,

- c) at a credit institution or a branch of a credit institution as defined in Article 4.1.17 and Article 4.1.18 of the Banking Law, respectively,
  - d) at a credit union as defined in the Credit Unions Act of November 5th 2009 (consolidated text: Dz.U. of 2023, item 1278, as amended) – provided that the credit union is duly licensed to provide payment services;
- 3) perform the following payment transactions through the Bank or other Payment Service Provider in any Member State using a device which accepts Payment Instruments or at a Bank Branch or branch of a Payment Service Provider referred to in Clause 10.2(a)–(d) hereof:
    - a) Direct Debits, including one-off Direct Debit payments,
    - b) payments effected using a Payment Card or other similar Payment Instrument,
    - c) Credit Transfers, including Standing Orders.
  2. Cash may be withdrawn as provided for in Clause 10.1.2 hereof:
    - 1) during the Payment Service Provider's business hours unless the provider enables Withdrawals at other times too,
    - 2) at a payment terminal if the Agreement with the Account Holder also covers such service.
  3. Payment transactions referred to in Clause 10.1.3 hereof may also be performed by electronic means of access to the Account, subject to Clause 16.5–6 hereof.
  4. Transactions referred to in Clause 10.1.2 or Clause 10.1.3 cannot be performed through Krajowa Spółdzielcza Kasa Oszczędnościowo-Kredytowa.

#### **Clause 11**

1. The following provisions of the Account Terms and Conditions as referred to in Clause 1.1.1 hereof shall not apply to Payment Accounts with Basic Features:
  - 1) the provisions of Clause 13.1.1–6, Clause 13.1.8, Clause 13.2.1–4 and Clause 13.2.6 of the Account Terms and Conditions to the extent they govern determination and changes in the amounts and rates of fees and commissions charged for operating a Payment Account with Basic Features;
  - 2) the provisions of Clause 16.2 and Clause 17.3 of the Account Terms and Conditions to the extent they govern Foreign Currency Accounts, interest rates applicable thereto and calculation of any yield thereon;
  - 3) the provisions of Clause 32 of the Account Terms and Conditions to the extent they govern the Payment Account Overdraft Facility;
  - 4) the provisions of Clause 41.1.2 of the Account Terms and Conditions to the extent they govern provision of Fee Statements to the Account Holder;
  - 5) the provisions of Clause 49.2, Clause 49.5 and Clause 49.6 of the Account Terms and Conditions to the extent they govern the Payment Account Overdraft Facility.
2. For the purpose of this Agreement, the definition of 'Available Balance' as included in the Account Terms and Conditions shall be amended to read as follows: "Available Balance shall mean funds in an Account, increased by any Deposits made into the Account and decreased by any drawdowns on the Account, funds placed on hold following acceptance of an Instruction from the Account Holder, other restricted funds, and liabilities towards the Bank. The Available Balance does not include open Time Deposits".

#### **Fees and commissions**

##### **Clause 12**

1. The amounts and rates of fees and commissions charged by the Bank in connection with the conclusion and performance of this Agreement are specified in the Fees and Commissions Schedule referred to in Clause 1.2 hereof. The Bank shall apply such fees and commissions to banking activities performed as are in effect as at the date of a given activity. The Bank shall have the right to revise the Fees and Commissions Schedule for reasons specified in the Account Terms and Conditions. Clause 2.2–3 hereof shall apply *mutatis mutandis*.
2. Information on the amount of any fees and commissions collected by the Bank from the amount of a payment transaction in which the Account Holder is the Payee and on the full amount of the transaction before such collection shall be provided in the same manner in which the Account Holder is provided with Account Statements hereunder.
3. When determining the type, amounts and rates of fees and commissions charged for activities related to the performance of the Agreement, the Bank shall take into account the factors specified in the Account Terms and Conditions.
4. Notwithstanding the conditions for revising the amounts and rates of fees and commissions under the Account Terms and Conditions, the Bank reserves the right to temporarily reduce the amounts and rates of fees and commissions payable thereto as part of its promotional activities.
5. The Bank shall notify the Account Holder of the effective date of a revised fee or commission no later than two months prior to such date.
6. The Bank shall give such notice as is referred to in Clause 12.5 hereof in the same manner in which it provides Account Statements to the Account Holder hereunder together with the nearest such statement or in separate correspondence. The Bank shall also make information on any revision in fees and commissions available from Bank Branches and Post Office Outlets as well as online on the Bank Website at [www.pocztowy.pl](http://www.pocztowy.pl).
7. When using Means of Remote Communication for the purposes hereof, including to access and use the Electronic Banking Service and/or Telephone Banking Service, the Account Holder shall cover any costs of:
  - 1) Internet access,
  - 2) data transmission,
  - 3) other telecommunications services,
 at the applicable rates charged by the providers of those services to the Account Holder.
8. The Bank shall not charge any fee or commission for:
  - 1) executing a Credit Transfer to an account in another domestic bank via the SWIFT system,
  - 2) executing a SEPA Credit Transfer to an account in another domestic bank.

#### **Electronic and Telephone Banking Services and communication**

##### **Clause 13**

1. Under this Agreement, the Bank shall provide the Electronic Banking Service and Telephone Banking Service as specified herein and in the applicable Terms and Conditions and shall enable the Account Holder to use standard hardware and software dedicated to browsing and accessing online content to obtain information on the Accounts assigned to the Account Holder's CIN number and to submit Payment Orders for funds held in those Accounts.
2. In order to enhance the security of using the Electronic Banking Service and Telephone Banking Service, the Parties acknowledge and agree that the Bank may apply limits to the amount and/or number of transactions that may be performed using those services in accordance with the applicable Terms and Conditions.

3. For information on all the functionalities available in the Electronic Banking Service and Telephone Banking Service, visit the Bank Website at [www.pocztowy.pl](http://www.pocztowy.pl) and refer to the Announcement.
4. The Parties acknowledge and agree that, subject to the Bank's making such functionality available and except to the extent they agree otherwise, they can make any declarations of intent towards each other in relation to the performance of banking activities and to the conclusion, performance, amendment and termination of any agreements for Bank products and/or services in electronic form via the Electronic Banking Service and/or Telephone Banking Service in accordance with the applicable provisions hereof and with the applicable Terms and Conditions. The Parties further acknowledge and agree that a legal transaction performed in the form referred to in the preceding sentence shall be deemed to satisfy the written form requirement, including where a statute stipulates that such legal transaction is invalid or ineffective unless made in writing.
5. The Parties acknowledge and agree that any documents related to banking activities may be prepared and stored using electronic data storage media compliant with the applicable statutory requirements.
6. Where an Account is opened through the Electronic Banking Service or Telephone Banking Service, the Bank shall inform the Account Holder of the Account number and currency and the interest rate applicable to the Account, if any, via that service.
7. The Service User shall confirm his or her identity and authenticate Instructions in the Electronic Banking Service and/or Telephone Banking Service in accordance with the Electronic and Telephone Banking Terms and Conditions.
8. By executing this Agreement, the Account Holder shall be deemed to have authorised the Bank to send privileged information subject to banking secrecy to the email address or mobile phone number provided by the Account Holder.

#### Clause 14

1. The Service User shall confirm his or her identity and authenticate Instructions in the Electronic Banking Service and/or Telephone Banking Service in accordance with the Account Terms and Conditions and the Electronic and Telephone Banking Terms and Conditions.
2. Under Article 12a of the Payment Services Act of August 19th 2011, the Bank may exchange information with other issuers of Payment Instruments on any Account Holder whose improper performance of a Payment Instrument agreement led to its termination.

#### Payment Cards

##### Clause 15

1. The Account Holder may apply to the Bank for the issuance under this Agreement of a payment card ("Payment Card") for such Account as referred to in Clause 1.1 hereof in accordance with the relevant provisions of this Agreement, including the Payment Card and/or Account Terms and Conditions as applicable.
2. To the extent it applies to a Payment Card, this Agreement shall be concluded for a definite term ending on the last day of the month in which the Payment Card expires as indicated thereon unless the Bank exercises its right to refuse to issue the Payment Card applied for. In the case of such refusal, this Agreement shall be deemed not to have been executed to the extent it applies to a Payment Card. To the extent its provisions apply to a Payment Card, this Agreement shall be renewed in accordance with the applicable Payment Card Terms and Conditions.
3. In order to enhance the security of using the Payment Card issued, the Parties acknowledge and agree that the Bank may apply limits to the amount and/or number of transactions that may be performed using the Payment Card in accordance with the applicable Payment Card Terms and Conditions.

##### Clause 16

1. The Account Holder hereby authorises the Bank to debit the Account for which the Payment Card is issued with the amounts of any transactions made with the Payment Card and of any applicable fees and commissions without receiving any separate Instructions from the Account Holder. The Account Holder shall also be required to ensure that the Available Balance in the Account is sufficient to cover any transactions performed with the Payment Card and such fees and commissions as may be charged thereon, subject to Clause 5 hereof.
2. The Bank shall settle Payment Card transactions in accordance with the applicable Payment Card Terms and Conditions.
3. The Bank shall settle all Payment Card transactions, whether made in the currency of the Account or in any other currency, in the currency of the Account, with any amounts in other currencies converted into the currency of the Account using the transaction settlement currency in accordance with the applicable Payment Card Terms and Conditions.
4. The Bank shall provide information on the reference exchange rates applicable to Payment Card transactions in accordance with the applicable Payment Card Terms and Conditions.
5. The settlement of an offline Payment Card transaction may result in unauthorised overdraft in the Account. The provisions of the Account Terms and Conditions on overrunning shall apply if such overdraft is incurred.
6. The Bank shall enable the Cardholder to perform Card-Not-Present Transactions with the Payment Card.

##### Clause 17

1. The Account Holder shall have the right to withdraw from this Agreement to the extent it applies to the Payment Card in accordance with Clause 2.4 hereof as well as within 14 days of receiving the first Payment Card if no transaction has been made therewith.
2. To the extent it applies to the Payment Card, this Agreement shall be terminated in accordance with Clause 2.5–7 hereof.
3. The Bank shall have the right to share the Account Holder and Card Holder's personal data with (i) the Bank's trading partners to the extent that such sharing is necessary to enable those trading partners to perform their activities related to the execution and performance hereof, (ii) other issuers of Payment Instruments and relevant institutions to the extent such sharing is necessary to help prevent fraud and other crime related to the use of Payment Instrument pursuant to Article 12a of the Payment Services Act of August 19th 2011, and (iii) insurers to extent necessary to enable fulfilment of obligations under insurance contracts.

#### Account Holder's consents, applications, declarations, etc.

##### Clause 18

Representation/consent	ACCOUNT HOLDER 1	ACCOUNT HOLDER 2/LEGAL REPRESENTATIVE
<b>Bank Pocztowy S.A. marketing consents</b>		
I consent to the processing of my personal data by the Bank for the purposes of marketing products or services of the Bank's trading partners.	YES/NO	YES/NO
<i>This consent may be revoked at any time.</i>		

I consent to the processing of my personal data by the Bank for direct marketing purposes related to the Bank's products or services after the original purpose for which such data is collected no longer applies. <i>This consent may be revoked at any time.</i>	YES/NO	YES/NO	
I consent to receiving from the Bank commercial information in electronic form, including by email at my email address and by text message at my mobile phone number. <i>This consent may be revoked at any time.</i>	YES/NO	YES/NO	
I consent to the use by the Bank of terminal equipment, including telephones and automated calling systems, for direct marketing purposes. <i>This consent may be revoked at any time.</i>	YES/NO	YES/NO	
<b>Provision of information</b>			
The Account Holder hereby represents that he or she was provided with the text of this Agreement, the applicable Account Terms and Conditions, a relevant excerpt from the Fees and Commissions Schedule, and the Representative Service Fees Schedule, as well as, if the Account Holder is also applying for access to the Electronic Banking Service and/or Telephone Banking Service and/or for issuance of a Payment Card, with the Electronic and Telephone Banking Terms and Conditions and/or Payment Card Terms and Conditions, as appropriate, a reasonable time in advance of executing this Agreement so as to enable the Account Holder to read and understand the provisions of those documents, which he or she hereby acknowledges and accepts.	YES/NO	YES/NO	
I hereby request that any information referred to in this Agreement and the Terms and Conditions and any information on any proposed amendments to this Agreement, Terms and Conditions, Fees and Commissions Schedule, and/or Electronic and Telephone Banking Terms and Conditions be emailed to me at the email address provided herein unless required otherwise under this Agreement.	YES/NO	YES/NO	
I hereby authorise the Bank to send privileged information relating to this Agreement and subject to banking secrecy to the mobile telephone number and/or email address provided herein, including information of transactions performed by each of the Joint Account Holders or Cardholders where the Account operated hereunder is held jointly.	YES/NO	YES/NO	
The Account Holder represents that prior to executing this Agreement, he or she was informed of the option to place a Pay-on-Death Order with the Bank at any time.			
I hereby consent to the Bank emailing me, at the email address provided by me, information on the total amount of the currency conversion charges for payment transactions executed in currencies of European Economic Area Member States other than the currency of the Account operated hereunder as a percentage mark-up over the latest available euro foreign exchange reference rates issued by the European Central Bank (i.e. in accordance with Article 3a(5) of Regulation (EC) No. 924/2009 of the European Parliament and of the Council of September 16th 2009 on cross-border payments in the Community and repealing Regulation (EC) No 2560/2001) for all Payment Card issued to me by Bank Pocztowy. This consent shall supersede all other similar consents that I may have given in the past.	YES/NO	YES/NO *NOT APPLICABLE	
<b>Application for POS terminal cash withdrawal service (including Cashback service)</b>			
I hereby apply to the Bank for making the POS terminal cash withdrawal service available to me. <i>(If you choose not to apply for such service, you undertake not to attempt to withdraw cash at POS terminals, and the Bank reserves the right to refuse to execute such transaction on your account.)</i>	YES/NO	YES/NO	
<b>Verification whether Account Holder holds other Payment Accounts</b>			
I represent that the Bank has informed me that it will verify in the Central Bank Account Database operated by Krajowa Izba Rozliczeniowa S.A. whether I hold a Payment Account with any other bank or credit union for the purposes of executing this Agreement and, if it is executed, routinely thereafter.	YES/NO	YES/NO	
<b>CRS Status</b>			
I hereby represent that: I am tax resident in the following country/jurisdiction	Name of country/jurisdiction	COUNTRY/JURISDICTION	COUNTRY/JURISDICTION
	TIN	TIN/ Country/jurisdiction does not issue TINs to residents	TIN/ Country/jurisdiction does not issue TINs to residents
I certify that I hold a valid tax residence certificate	YES / NO Date issued: ..... Expiry date: .....  Certificate issued for an indefinite term	YES / NO Date issued: ..... Expiry date: .....  Certificate issued for an indefinite term	
<p><b>I am aware that providing false information is a criminal offence, which I may be held liable for.</b></p> <p>If any of the information provided on this form changes, I agree to submit another declaration reflecting my updated factual and legal status within 30 days from the date of such change.</p>			

1 CRS stands for the Common Reporting Standard, which is a uniform standard for automatic exchange by different countries of information on financial institutions' customers who are resident in another country. The standard has been implemented into the Polish legal system under the Act on Tax Information Exchange with Other Countries of March 9th 2017.

2. Tax residency means the country or jurisdiction in which a person is taxed on his or her total worldwide income in accordance with the laws of that country or jurisdiction. A person's tax residency is usually determined on the basis of his or her domicile or other criterion of a similar nature. Under the Personal Income Tax Act of July 26th 1991, a person is taxed in Poland on his or her total worldwide income if the person is resident in Poland, i.e.:

- 1) they have their centre of personal or economic interests (centre of vital interests) in Poland or
- 2) they stay in Poland for more than 183 days in a calendar year.

Laws of other countries or jurisdictions may define different criteria for determining whether a person is tax resident therein. Tax residency should be determined taking into account the provisions of relevant tax treaties.

If you are unable to determine your tax residency with certainty, you may consult a licensed tax advisor of your choice.

3. TIN means taxpayer identification number or, in its absence, a functional equivalent of TIN, used by the country or jurisdiction of residency to identify a natural person for tax purposes. If you have been assigned a TIN, its provision on this form is mandatory. If you do not provide a TIN herein, you will be deemed to have declared that none has been assigned to you in the country or jurisdiction of your tax residency.

4. Under the Act on Tax Information Exchange with Other Countries, Bank Pocztowy S.A. is required to provide the Head of the National Tax Administration with data on persons considered resident in a participating jurisdiction under that participating jurisdiction's tax laws, which data is then transferred to the competent authority in the participating jurisdiction\*.

\* Participating Jurisdiction means:

- (a) a Member State other than the Republic of Poland,
- (b) a country or jurisdiction other than the United States of America with which the Republic of Poland automatically exchanges information on reportable accounts pursuant to a relevant agreement,
- (c) a country or jurisdiction other than the United States of America with which the European Union automatically exchanges information on reportable accounts pursuant to a relevant agreement and which is identified in a list published by the European Commission. The list of participating jurisdictions referred to in b) and c) above is determined and announced by the Minister of Finance by October 15th of each calendar year.

### FATCA (Foreign Account Tax Compliance Act) Declaration

I declare that I am a US taxpayer	YES/NO	YES/NO
US Tax Identification Number (TIN) <i>(If you answered YES, please provide your US TIN)</i>		

**I am aware that providing false information is a criminal offence, which I may be held liable for.**

If my status as disclosed on this form changes, I agree to submit another declaration reflecting my updated factual and legal status within 30 days from the date of such change.

1. For the purposes hereof, the term "US taxpayer" ("Specified US Person") as defined in Article 1(1)(ee) in conjunction with Article 1(1)(ff) of the Agreement between the Government of the Republic of Poland and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA of October 7th 2014 (the "FATCA Agreement") should be construed in accordance with the United States Internal Revenue Code, which defines a United States taxpayer as an individual who satisfies at least one of the following criteria:
  - a) is a citizen of the United States;
  - b) is a lawful permanent resident of the United States at any time during the tax year (i.e. is a "green card" holder);
  - c) has elected to be treated as a United States resident for tax purposes, having satisfied the applicable conditions under the laws of the United States,
  - d) meets the substantial presence test, i.e.
    - was present in the United States on at least 31 days during the tax year, and
    - the sum of the number of days on which such individual was present in the United States during the current year and the 2 preceding calendar years equals or exceeds 183 days. When determining the sum of the number of days of an individual's presence in the United States, the following multipliers are applied: 1 for the number of days in the current year, 1/3 for the number of days in the first preceding year and 1/6 for the number of days in the second preceding year. Notwithstanding the foregoing, a natural person shall also be deemed a US taxpayer if he or she has closer personal and economic relations with the United States than with the Republic of Poland (i.e. the person's centre of vital interests is in the United States pursuant to the Convention between the Government of the United States of America and the Government of the Polish People's Republic for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income signed in Washington on October 8th 1974 (Dz.U. of 1976, No. 31, item 178)).
2. Pursuant to Article 4.1(a) of the FATCA Agreement, if you declare that you meet the definition of a US taxpayer (Specified US Person) by choosing the corresponding option above, Bank Pocztowy S.A. shall be required to report to the United States tax authorities (through the competent tax authorities of the Republic of Poland) such information on the Account Holder and his or her Account(s) as is specified in Article 2.2(a) of the FATCA Agreement (in particular the Account Holder's identity details and the value of his or her assets).
3. If you declare that you do not satisfy the definition of a US taxpayer (Specified US Person) by choosing the corresponding option above, Bank Pocztowy S.A. shall be required to verify whether your declaration is true. If as a result of such verification Bank Pocztowy S.A. finds that your declaration may be untrue, it shall be required to discharge its reporting obligations as specified in Section 2 above. In order to verify whether your declaration is true, Bank Pocztowy S.A. may ask you to provide additional documents.

### Declaration of PEP or related status

*(declaration required under the Anti-Money Laundering and Combating the Financing of Terrorism Act of March 1st 2018)*

I declare that I am a PEP (Politically Exposed Person), a family member of a PEP or a person known to be a close associate of PEP <i>(as defined in the Anti-Money Laundering and Combating the Financing of Terrorism Act).</i>	YES/NO	YES/NO
--	--------	--------



Representation/consent	ACCOUNT HOLDER 1	ACCOUNT HOLDER 2
I declare that the funds/assets/property remaining at my disposal under this Agreement or the transaction to be concluded represent:	<input checked="" type="checkbox"/> salary or wage payments; <input checked="" type="checkbox"/> pension, disability allowance, or other social security payments; <input checked="" type="checkbox"/> income earned from business activities; <input checked="" type="checkbox"/> maintenance payments, indemnity, or special or general damages; <input checked="" type="checkbox"/> inheritance/donation/lottery winnings; <input checked="" type="checkbox"/> loan or credit facility disbursements; <input checked="" type="checkbox"/> income earned on an investment fund, bank deposit or bonds; <input checked="" type="checkbox"/> proceeds from sports betting; <input checked="" type="checkbox"/> income earned on virtual currency, cryptocurrency, binary options, or CFD trading; <input checked="" type="checkbox"/> pocket money allowance (applicable exclusively to minors); <input checked="" type="checkbox"/> proceeds from non-business real estate rental; <input checked="" type="checkbox"/> money received from family members; <input checked="" type="checkbox"/> proceeds from non-business online marketplace sales.	<input checked="" type="checkbox"/> salary or wage payments; <input checked="" type="checkbox"/> pension, disability allowance, or other social security payments; <input checked="" type="checkbox"/> income earned from business activities; <input checked="" type="checkbox"/> maintenance payments, indemnity, or special or general damages; <input checked="" type="checkbox"/> inheritance/donation/lottery winnings; <input checked="" type="checkbox"/> loan or credit facility disbursements; <input checked="" type="checkbox"/> income earned on an investment fund, bank deposit or bonds; <input checked="" type="checkbox"/> proceeds from sports betting; <input checked="" type="checkbox"/> income earned on virtual currency, cryptocurrency, binary options, or CFD trading; <input checked="" type="checkbox"/> pocket money allowance (applicable exclusively to minors); <input checked="" type="checkbox"/> proceeds from non-business real estate rental; <input checked="" type="checkbox"/> money received from family members; <input checked="" type="checkbox"/> proceeds from non-business online marketplace sales.
<b>I am aware that providing false information is a criminal offence, which I may be held liable for.</b> I undertake to notify the Bank if my status with respect to political exposure as declared above changes. I also acknowledge and agree that the Bank may routinely verify my status and contact me to confirm whether my declaration remains true.		

By affixing their signatures below, the Account Holder and/or his or her legal representative confirm execution of this Agreement and the accuracy and completeness of the information provided herein. If any personal or contact details provided to the Bank in any agreements entered into therewith prior to the date of this Agreement differ from those provided above, the Bank shall be hereby authorised to properly update any previously provided personal and contact details that have changed. The signature(s) affixed to this Agreement shall be the specimen signature(s) that the Account Holder and/or his or her legal representative, as appropriate, shall use to sign any documents relating to the use of products and services delivered hereunder.

The Account Holder and/or his or her legal representative represent that prior to executing this Agreement they consented to being provided online via the Bank Website at [www.pocztowy.pl](http://www.pocztowy.pl) with the 'List of the Addresses of Bank Branches, Other Banking Locations and Agents' relevant for communication with the Bank and including all of the Bank's retail banking locations, and they confirm that consent by signing this Agreement

I, the Minor Account Holder's undersigned legal representative, holding the identity document specified in the section "Personal details – legal representative", hereby confirm the accuracy and completeness of the Minor Account Holder's details as provided in the section "Personal details – Account Holder".

\* applies only if the Account Holder has a legal representative

\*\* applies to agreements with Ferryta

----- signature of <b>ACCOUNT HOLDER 1</b>	----- signature of <b>ACCOUNT HOLDER 2/LEGAL REPRESENTATIVE</b>
It is hereby certified that personal data provided herein are true, accurate and complete and the signatures affixed hereto are genuine.	
Bank Pocztowy hereby confirms execution of this Agreement:  (seal/stamp with the signatory's name, signature, date)  (signatures of persons representing the Bank) Agreement signed for the Bank with a qualified digital signature.	