

Description of Term Deposits

Warsaw, January 2023



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§ 1. Definitions

1. The terms used in the Transaction Description have the following meaning:

1/ Deposit Term	period from the start date of the Deposit (inclusive) to the end date of the Deposit (exclusive). The Deposit end date should not fall on a non-business day. However, if the Deposit end date falls on a non-business day, the Deposit ends on the first business day following this non-business day.
2/ Interest Rate	fixed interest rate, determined per annum, calculated for the Deposit Term.
3/ Deposit	funds deposited by the Client with the Bank for a fixed term (Deposit Term). In exchange, the Client is paid interest.

2. The meaning of terms not defined in the Transaction Description is explained in the **Rules**, i.e. in one of the following documents:

- 1/ Rules of Cooperation for Financial Market Transactions, or
- 2/ Rules of Cooperation for Financial Market Transactions for Institutional Clients.

§ 2. Opening a Deposit

1. The Client can open a Deposit if they have signed the following with the Bank:
 - 1/ Framework Agreement for Financial Market Transactions, or
 - 2/ Integrated Bank Account Agreement.The agreements are further referred to as the "**Framework Agreement**".
2. When opening a Deposit, the Client and the Bank agree on the following Terms and Conditions of the Transaction:
 - 1/ Deposit currency and amount,
 - 2/ Deposit Term,
 - 3/ Interest Rate,
 - 4/ Settlement Account in which the Client opens the Deposit,
 - 5/ Settlement Account to which the Deposit is returned,
 - 6/ Settlement Account to which interest on the Deposit is credited.
3. If the Client fails to indicate the account to which they want the Bank to return the Deposit or credit interest, the Bank will use the account in which the Client opened the Deposit.
4. The minimum Deposit amount is PLN 50,000 or its equivalent in another currency. The Bank may agree to open a Deposit in a lower amount.
5. On the start date of the Deposit Term the Client transfers the amount of the Deposit to the Bank.
6. On the end date of the Deposit Term the Bank transfers the amount of the Deposit and interest to the Client.
7. The Client may change the Terms and Conditions of the Deposit not later than:
 - 1/ one Business Day before the end date of the Deposit Term in the case of Deposits in PLN,
 - 2/ two Business Days before the end date of the Deposit Term in the case of Deposits in foreign currencies.
8. Information on the Interest Rate is available:
 - 1/ on the Settlement Account statement – in the form of a Deposit confirmation (made available in accordance with the bank account agreement) or
 - 2/ in online banking – in the form of a registered Term Deposit Transaction confirmation.
9. At the request of the Client the Bank can suspend the Deposit for a period agreed on with the Client. Early termination of the Deposit as referred to in § 3 is impossible in the suspension period.

§ 3. Early Termination

1. Subject to § 3.4, the Client may terminate the Deposit in whole or in part before the end date of the Deposit Term. The remaining amount of the Deposit cannot be lower than the minimum Deposit amount set in § 2.4.
2. Prior to withdrawing money before the end date of the Deposit Term, the Parties must agree on the following:
 - 1/ currency and amount of the terminated Deposit,
 - 2/ end date of the Deposit Term,
 - 3/ Interest Rate for the actual duration of the terminated Deposit.
3. Unless the Parties agree otherwise, the accounts referred to in § 2.2.4, § 2.2.5 and § 2.2.6 remain unchanged.
4. If the Client submits an instruction in online banking, early termination of the Deposit takes place provided that:
 - 1/ the Client terminates the Deposit in whole,
 - 2/ the end date of the Deposit Term is the early termination date,
 - 3/ the Settlement Account to which the Deposit is to be returned and the Settlement Account to which interest on the Deposit is to be credited are maintained in the Deposit currency.
5. On the end date of the Deposit Term the Bank transfers to the Client:
 - 1/ the amount of the terminated Deposit, and
 - 2/ interest calculated at the Interest Rate set in accordance with § 3.2.2 for the actual duration of the Deposit.
6. In the case of instructions to withdraw Deposits in PLN submitted after 4 pm by clients holding a current/auxiliary account with mBank S.A. and after 12 pm by Clients not holding a current/auxiliary account with mBank S.A., the Bank has the right to return funds on the next day. In the case of Deposits in foreign currencies, funds are transferred to accounts as per the cut-off times for the Deposit currency.
7. The Bank may charge the Client a fee for early termination of the Deposit in accordance with the Tariff of Banking Fees and Commissions of mBank for SME and Corporates.

§ 4. Insufficient Funds

1. If the Client fails to transfer the amount of the Deposit to the Bank on the start date of the Term Deposit, the Bank may:
 - 1/ debit the Settlement Account with the amount of the Deposit, thereby causing an unauthorised debit balance in the account,
 - 2/ withdraw from the Deposit transaction.
2. The Bank may charge the Client a fee for failing to ensure funds for the Deposit in accordance with the Tariff of Banking Fees and Commissions of mBank for SME and Corporates.

§ 5. Effective Date

The Transaction Description becomes effective on 1 January 2023.