

Description of the Term Deposits

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The document "Description of the Term Deposits" (hereinafter "**Transaction Description**") sets forth the rules for Deposits. The terms used in the Transaction Description have the meanings ascribed to them in the Terms and Conditions "Rules for Cooperation for Financial Market Transactions for Institutional Clients" and/or "Rules of Cooperation for Financial Market Transactions for Institutional Clients" (hereinafter the "**Rules**"), unless otherwise defined herein.

§ 1. Definitions

1. Terms used in the Transaction Description have the following meanings:
 - 1/ **Deposit Term** – the period from the Deposit start date (inclusive) until the Deposit maturity date (excluding that date); should the Deposit maturity date fall on bank holidays, the Deposit matures on the first business day falling after that date,
 - 2/ **Interest rate** – fixed interest rate, determined per annum for the Deposit Term,
 - 3/ **Deposit** – the Customer's funds deposited with the Bank for a fixed term (Deposit Term); The Customer is paid interest for deposited funds.

§ 2. Opening a Deposit

1. The Customer may open a Deposit with the Bank if they have concluded an agreement on Deposits with the Bank, in particular, the Master Agreement for Financial Market Transactions or the Integrated Bank Account Agreement (each of those referred to hereinafter as "**Master Agreement**").
2. When opening a Deposit, the Customer and the Bank agree on the following Transaction Terms:
 - 1/ Deposit currency and amount,
 - 2/ Deposit Term,
 - 3/ Interest Rate,
 - 4/ Settlement Account which is credited by the Customer with the Deposit funds,
 - 5/ Settlement Account for returning the Deposit principal,
 - 6/ Settlement Account into which the Deposit interest is paid.
3. If the Customer fails to determine the account referred to in § 2.2.5 and § 2.2.6, the Deposit principal and/or interest shall be transferred to the Customer's account specified in § 2.2.4.
4. The minimum amount of a Deposit is PLN 50,000 or its equivalent in another currency. The Bank may agree to enter into a Deposit transaction totalling less than the amount indicated above.
5. On the Deposit start date, the Customer transfers the Deposit principal to the Bank.
6. On the Deposit maturity date, the Bank transfers the Deposit principal, including interest, to the Customer.
7. The Customer may change the Terms and Conditions of the Deposit no later than:
 - 1/ one business day before the maturity date of a Deposit in PLN,
 - 2/ two business days before the maturity date of a Deposit in a foreign currency or of a renewable deposit.
8. A Deposit may be opened:
 - 1/ by phone, or
 - 2/ via the electronic banking system, or
 - 3/ directly at the Bank's branch.
9. A Deposit may be a renewable deposit, i.e. an automatically prolonged deposit for subsequent periods corresponding to the period for which it was concluded.
10. The total of Deposit Terms of a renewable deposit cannot exceed 10 years, whereas none of the terms can be longer than 2 years.
11. For another term of a renewable deposit, the Bank applies the Interest Rate effective on the business day preceding the previous maturity date of the renewable deposit.
12. The Bank may change the Interest Rate on a renewable deposit in the following terms if any of the following changes:
 - 1/ base interest rates on Deposits in the Bank, or
 - 2/ interest rates on the interbank money market (WIBID, LIBOR, EURIBOR for one, three or six months or appropriately for the Deposit term), or
 - 3/ interest on the minimum reserve, or
 - 4/ NBP interest rates, or
 - 5/ interest rates of central banks of countries in the currencies of which the Bank keeps bank accounts, or
 - 6/ rules of the NBP policy, having direct impact on the banking sector liquidity.
13. The Bank notifies the Customer of the Interest Rate by:
 - 1/ confirming that the Deposit has been opened by presenting the Customer with a bank statement from the Settlement Account in line with the bank account agreement, or
 - 2/ publishing the information on standard interest on the website of mBank Group at www.mbank.pl.
14. Acting in accordance with the Customer's instruction, the Bank may block the Deposit for a period arranged with the Customer. During this period, early withdrawal of the Deposit funds referred to in § 3 is not possible.

§ 3. Early Withdrawal of the Deposit

1. Subject to § 3.4, the Customer may withdraw the Deposit in total or in part before the Deposit maturity date. The remaining amount of the Deposit principal cannot be lower than the minimum amount of a Deposit as specified in § 2.4.
2. The following shall be agreed prior to the withdrawal of the Deposit:
 - 1/ currency and amount of the withdrawn Deposit,
 - 2/ Deposit maturity date,
 - 3/ Interest Rate for the actual period of the Deposit being withdrawn.
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 Customer places an instruction via the electronic banking system, early withdrawal of the Deposit may take place provided that:
 - 1/ Deposit is withdrawn in total,
 - 2/ the Deposit maturity date is the date of the early withdrawal of the Deposit,
 - 3/ the Settlement Account for returning the Deposit principal and the Settlement Account for the payment of interest on the Deposit are maintained in the same currency as the Deposit currency.
5. On the Deposit maturity date the Bank transfers to the Customer the withdrawn principal amount of the Deposit together with interest for the actual period of maintaining the Term Deposit, calculated in line with the Interest Rate established pursuant to § 3.2.2 above.
6. The Bank may charge the Customer a fee for early withdrawal of the Deposit in accordance with the "Tariff of Banking Fees and Commissions of mBank S.A. for SMEs and Corporates".

§ 4. Failure to Provide Funds

1. If the Customer fails to provide funds for the Deposit on the Deposit start date, the Bank has the right to:
 - 1/ withdraw from the Deposit transaction it has entered into, or
 - 2/ debit the Settlement Account with the Deposit principal, resulting in an unauthorised debit balance in the account, or
 - 3/ terminate the Deposit.

2. The Bank may charge the fee for the failure to provide funds for the Deposit in line with the “Tariff of Banking Fees and Commissions of mBank S.A. for SMEs and Corporates”.

§ 5. Amendments to the Transaction Description

1. The Bank can amend the Transaction Description in line with provisions of the Rules.
2. The Bank provides the Customer with the amended Transaction Description and the information on the effective date of the amendments by:
 - 1/ publishing an announcement, including the link to the amended Transaction Description, on the electronic banking system website, or
 - 2/ sending the information on amendments, including the amended Transaction Description, by e-mail of the electronic banking system (home banking type).
3. The eight day following the publication of the amended Transaction Description on the website of mBank Group or of the link to the contents for download (refers to Customers using the electronic banking system, i.e. home banking system) is deemed the date of delivery of the amended Transaction Description.
4. The Customer undertakes to read the information made available:
 - 1/ via the electronic banking system, or
 - 2/ by e-mail through the electronic banking system (home banking system), or
 - 3/ on the website of mBank Group at www.mbank.pl/aktualnosci/msp-korporacje.

§ 6. Effective date

This Transaction Description shall become effective as of 1 November 2019.