



Bank Polski

## CLIENT DATA AND DECLARATIONS

### 1. CLIENT DATA

	Client
Name(s) and Surname	<XXX>
Personal ID No [PESEL]	<XXX>
Client No	<XXX>
ID document series and No	<XXX>
Residence address	<XXX>
Telephone No(s)	<XXX>
E-mail address:	<XXX>
Correspondence address	<XXX>

### 2. MARKETING CONSENT

	<Full name>
<b>PROCESSING CLIENT PERSONAL DATA AND DISCLOSURE OF INFORMATION FOR MARKETING PURPOSES</b>	<p><b>[The clause presented where the Client consents to the processing of personal data for marketing purposes]</b></p> <p>I hereby agree to the provision of marketing and commercial information by PKO Bank Polski SA electronically and by phone, including by e-mail, SMS, via the website and the mobile application, as well as via automated information transfer systems.</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If you would like to receive from PKO Bank Polski SA offers of cooperating entities<sup>1</sup> (e.g. insurance, discounts or vouchers for stores) electronically and by phone, you need to select YES for both the following consents.</p> <p>I hereby agree to the processing of my personal data by PKO Bank Polski SA for the purpose of marketing products or services of cooperating entities<sup>1</sup></p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>I hereby agree to the provision, by PKO Bank Polski SA, of marketing and commercial information of cooperating entities<sup>1</sup> electronically and by phone, including by e-mail, SMS, via the website and the mobile application, as well as via automated information transfer systems.</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><b>You will receive the offers of these entities from us, i.e. from the Bank. Data are processed by us, i.e. the Bank. We will not transfer them to any third party.</b></p> <p>You have the right to withdraw all or selected consents at any time. However, this does not mean that the processing of the data collected until that time was unlawful.</p> <p>You can manage your consents, among others, via the website or the mobile application.</p> <p><sup>1</sup>The entities cooperating with the Bank include:</p> <ul style="list-style-type: none"> <li>- entities belonging to PKO Bank Polski SA Group (their list can be found on the website <a href="http://www.pkobp.pl/grupa">www.pkobp.pl/grupa</a>),</li> <li>- entities that have concluded with the Bank an agreement related to the banking services provided by the Bank (their list can be found on the website <a href="http://www.pkobp.pl/podmiotuj">www.pkobp.pl/podmiotuj</a>).</li> </ul> <p><b>[The clause presented where the Client objects to the processing of personal data for marketing purposes]</b></p> <p>I object to the processing of my personal data for marketing purposes.</p> <p>What are the consequences of objection?</p> <p>After you object, we will not process your personal data for marketing purposes and we will not send you any form of offers or marketing information (including from cooperating entities).</p> <p>Remember that after your object, we will not be able to contact you to:</p> <ul style="list-style-type: none"> <li>- present marketing information, including promotions concerning banking products and services,</li> <li>- offer you special conditions for new products or products already held by you,</li> <li>- offer you other special offers tailored to your needs.</li> </ul>

The above Client Data and the Marketing Consent shall be used for the purpose of handling the Agreement on a saving and settlement account „Czasowe Konto bez Granic”. You may change them in writing or using the electronic banking service or the telephone banking service, provided the Bank makes such a service available.

3. AGREED METHOD OF THE PROVISION OF INFORMATION ON A SAVING AND SETTLEMENT ACCOUNT “CZASOWE KONTO BEZ GRANIC”

<p>ACCOUNT STATEMENTS AND STATEMENT OF FEES FOR SERVICES RELATED TO THE PAYMENT ACCOUNT (STATEMENT OF FEES)/ POST-DEBITING CONFIRMATIONS</p>	<p>According to the Client's instruction:  <b>[if the Client has access to electronic access channels and chooses electronic banking as a form of providing account statements/statement of fees]</b>  account statements and statement of fees shall be made available &lt;on the website as part of the electronic banking service (free of charge)&gt;  <ul style="list-style-type: none"> <li>• account statements shall be made available once a month</li> <li>• a statement of fees shall be made available at least once per calendar year</li> </ul> The Parties have agreed that information after debiting the Client's account shall be provided by the Bank free of charge on a monthly statement.</p> <p><b>[if the Client chooses to receive account statements/statement of fees otherwise than via electronic banking – only the option chosen by the Client shall be printed out]</b>  account statements and statement of fees shall be provided &lt;to the e-mail address/correspondence address&gt;  <ul style="list-style-type: none"> <li>• account statements shall be provided once a month (free of charge)</li> <li>• a statement of fees shall be provided at least once per calendar year</li> <li>• by choosing the option to provide an account statement to the correspondence address, you declare that you intend to stay at the indicated correspondence address for a period of at least 6 months</li> </ul> The Parties have agreed that information after debiting the Client's account shall be provided by the Bank free of charge on a monthly statement.</p>
<p>NOTIFICATION OF REFUSAL TO EXECUTE A PAYMENT ORDER</p>	<p>According to the Client's instruction:  <b>[if the Client has access to electronic access channels and chooses electronic banking as a form of providing notifications]</b>  shall be made available on the website as part of the electronic banking service (free of charge)  <b>[if the Client chooses to receive notifications otherwise than via electronic banking – only the option chosen by the Client shall be printed out]</b>  will be sent &lt;to the e-mail address (free of charge)/by text message (free of charge) &gt;</p>

The above agreed method of providing information will apply to the account opened under the Agreement on a saving and settlement account “Czasowe Konto bez Granic”. You may change it in writing or using the electronic banking service or the telephone banking service, provided the Bank makes such a service available.

# AGREEMENT ON THE SAVING AND SETTLEMENT ACCOUNT "CZASOWE KONTO BEZ GRANIC" (THE "AGREEMENT")



Bank Polski

## 1. PARTIES TO THE AGREEMENT

CLIENT – HOLDER OF THE ACCOUNT (THE "ACCOUNT HOLDER")	BANK
<b>Account Holder</b> Name(s) and Surname <XXX> Personal ID No [PESEL] <XXX> Client No <XXX>	Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna with its registered office in Warsaw, ul. Puławska 15, 02-515 Warsaw, registered in the District Court for the capital city of Warsaw in Warsaw, 13 <sup>th</sup> Commercial Division of the National Court Register with KRS number 0000026438, Tax ID No (NIP): 525-000-77-38, Statistical ID No (REGON): 016298263; share capital (paid-up) PLN 1,250,000,000, represented by: <Full name>

## 2. ACCOUNT NUMBER, CURRENCY, NAME

ACCOUNT NUMBER	<account number>
ACCOUNT CURRENCY	PLN
ACCOUNT NAME	saving and settlement account "Czasowe Konto bez Granic" (the "Account")
LIMITS ON THE ACCOUNT	<ul style="list-style-type: none"> <li>monthly limit of debits on the Account in the amount equivalent to EUR 1,000</li> <li>annual limit of inflows to the Account up to the amount constituting the equivalent of EUR 12,000</li> <li>conversion of the value of limits into PLN will be performed on the basis of the average exchange rate of the National Bank of Poland applicable on the last business day preceding the date of the transaction</li> <li>all payment transactions made on the Account, including transactions with the Card to the Account, shall be made up to the amount of funds deposited in the Account, subject to the above limits</li> </ul>

## 3. SUBJECT MATTER OF THE AGREEMENT

SCOPE	<ul style="list-style-type: none"> <li>The Agreement sets out the rules on:                             <ul style="list-style-type: none"> <li>– maintenance of the Account</li> <li>– provision of the electronic banking service and the telephone banking service (it constitutes the "agreement on the electronic banking service and the telephone banking service")</li> <li>– the issue of a debit card ("Card to the Account") and execution and settlement of transactions made using this card (it constitutes the "card agreement")</li> </ul> </li> <li>The Agreement allows making cash settlements, excluding the possibility of performing:                             <ul style="list-style-type: none"> <li>– outgoing foreign transfers</li> <li>– transactions executed via the electronic banking service or the telephone banking service, payment for goods or services offered by other entities through the authorisation via the website or the mobile application of payment transactions related to purchase of goods or services initiated by you through websites or merchant applications with whom the Bank has concluded the relevant agreements (e-commerce payments using a pay-by-link "Pay with iPKO")</li> <li>– transactions made with the Card to the Account abroad</li> <li>– transactions made with the Card to the Account in a currency other than the Account currency</li> <li>– cash deposits in cash deposit machines</li> <li>– card transactions with the Card to the Account related to the financing of gambling and the purchase of cryptoassets</li> </ul> </li> </ul>
ELECTRONIC BANKING SERVICE AND TELEPHONE BANKING SERVICE	<ul style="list-style-type: none"> <li>you get access to the Account and the Card to the Account via the electronic banking service and the telephone banking service, and it is possible to modify the scope of this access within the limits of technical features available in the Bank</li> <li>the rules for the provision of the electronic banking service and the telephone banking service are determined by the Detailed terms and conditions of providing the electronic banking service and telephone banking service and submitting declarations at PKO Bank Polski SA (the "Detailed T&amp;C")</li> </ul>
RELATED PRODUCTS	Card to the Account <input type="checkbox"/> YES <input type="checkbox"/> NO

## 4. TERM OF THE AGREEMENT

DATE OF CONCLUSION OF THE AGREEMENT	<date of conclusion of the agreement>
DURATION OF THE AGREEMENT	The Agreement has been concluded for a period of 12 months

## 5. INTEREST RATE ON THE FUNDS ON THE ACCOUNT, FEES AND COMMISSIONS

INTEREST RATE	<ul style="list-style-type: none"> <li>0% per annum</li> <li>Fixed</li> </ul>
FEES AND COMMISSIONS	pursuant to the Pricing terms and conditions of the saving and settlement account "Czasowe Konto bez Granic"
CHANGES TO THE INTEREST RATE	in accordance with the General Terms and Conditions

## 6. CARD TO THE ACCOUNT

<b>RULES FOR ISSUE</b>	<ul style="list-style-type: none"> <li>on the basis of a request made at the conclusion of the Agreement or within its duration</li> <li>The Card to the Account shall be issued in a traditional form with a standard image</li> <li>The Card to the Account may be sent only to the correspondence address in Poland. If you do not have the correspondence address in Poland, the Card to the Account may be issued at the Bank's branch</li> </ul>
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#### 7. OVERDUE DEBT

<b>CAUSES AND EFFECTS OF THE OCCURRENCE</b>	<ul style="list-style-type: none"> <li>the causes of the occurrence of the overdue debt are specified in the General Terms and Conditions</li> <li>the Bank shall charge interest on overdue debt in the amount corresponding to the current maximum amount of interest for delay, resulting from generally applicable law ("overdue debt interest rate")</li> </ul>
<b>OVERDUE DEBT INTEREST RATE</b>	<ul style="list-style-type: none"> <li>twice the sum of the reference rate of the National Bank of Poland and 5.5 percentage points, i.e. &lt;interest rate for the overdue debt&gt; % on an annual basis (as at the date of conclusion of the Agreement)</li> <li>variable</li> </ul>
<b>CHANGE IN THE OVERDUE DEBT INTEREST RATE</b>	in accordance with the General Terms and Conditions
<b>MANNER OF NOTIFYING ABOUT THE OCCURRENCE OF OVERDUE DEBT</b>	<ul style="list-style-type: none"> <li>The Bank shall notify about the occurrence of overdue debt: <ul style="list-style-type: none"> <li>via text messages or</li> <li>by telephone or</li> <li>by letter (reminders, notifications) or</li> <li>personally (visit)</li> </ul> </li> <li>at intervals to allow for the repayment of overdue debt</li> <li>upon repayment of overdue debt the above actions shall be discontinued</li> <li>for the above actions, the Bank shall not collect any fees</li> <li>the occurrence of a new overdue debt shall result in the repetition of notification actions</li> </ul>

#### 8. AMENDMENTS TO THE AGREEMENT

<b>RULE</b>	by means of unanimous declaration of will made by the Parties in writing
<b>EXCEPTIONS:</b>	
<b>PERSONAL DATA/CONTACT DETAILS</b>	on the basis of information provided by the Bank or You in writing or using the electronic banking service or the telephone banking service, provided that the functionality of these services and the security standards adopted by the Bank permit making a change in this manner
<b>ACCOUNT NUMBERS</b>	on the basis of information provided by the Bank in writing or using the electronic banking service
<b>MANNER OF PROVIDING INFORMATION</b>	on the basis of information provided by You in writing or using the electronic banking service or the telephone banking service, provided that the functionality of these services and the security standards adopted by the Bank permit making a change in this manner
<b>OPTING OUT OF RELATED PRODUCTS</b>	on the basis of information provided by You in writing or using the electronic banking service or the telephone banking service, provided that the functionality of these services and the security standards adopted by the Bank permit making a change in this manner
<b>CHANGE IN THE OVERDUE DEBT INTEREST RATE AND METHOD OF ITS DETERMINATION</b>	in accordance with the General Terms and Conditions
<b>CHANGES TO THE SCOPE AND LEVEL OF ACCESS TO THE ELECTRONIC BANKING SERVICE OR THE TELEPHONE BANKING SERVICE</b>	on the basis of information provided by You in writing or using the electronic banking service or the telephone banking service, provided that the functionality of these services and the security standards adopted by the Bank permit making a change in this manner

#### 9. TERMINATION OF THE AGREEMENT AND AGREEMENTS CONCLUDED UNDER THIS AGREEMENT

<b>RULES AND DATES OF TERMINATION</b>	<ul style="list-style-type: none"> <li>by either Party – in whole or in part related to the Card to the Account;</li> <li>The Bank may terminate the Agreement with immediate effect if <ul style="list-style-type: none"> <li>you use the Account for illegal purposes intentionally or as a result of gross negligence</li> <li>there is a reasonable suspicion that the funds accumulated in the Account originate from criminal activity or are related to such activity</li> <li>give false testimony or conceal the truth with respect to the information you are obliged by law to provide to the Bank maintaining the Account.</li> <li>The Bank is unable to fulfil its obligations relating to the application of the financial security measures specified in the Act on counteracting money laundering and terrorist financing</li> </ul> </li> <li>The Bank may terminate the Agreement with a two-month notice period, calculated from the day following the date of delivery of the notice to you, if you: <ul style="list-style-type: none"> <li>lose full legal capacity</li> <li>use the Account in a manner contrary to the nature of the Agreement and its socio-economic purpose, including use of the Account for the purposes of conducting business or profit-related settlements</li> </ul> </li> <li>When terminating the Agreement, the Bank shall provide the reasons for its termination, unless the provision of this information would jeopardize the national security or public order or would be contrary to the provisions of the Act on counteracting money laundering and terrorist financing</li> <li>termination of the Agreement in a part related to the Account shall result in termination of a part related to the Card as well as the electronic banking service and the telephone banking service.</li> <li>in case of termination of the Agreement, you should dispose of the funds deposited in the Account</li> <li>after termination of the Agreement, the cash as to which you do not place an instruction shall not bear interest</li> </ul>
<b>FORM</b>	written

**10. FINAL PROVISIONS**

<p><b>OTHER DOCUMENTS SPECIFYING THE TERMS AND CONDITIONS OF THE AGREEMENT, DELIVERED PRIOR TO ITS CONCLUSION</b></p>	<ul style="list-style-type: none"> <li>• PKO Bank Polski SA's General Terms and Conditions of Maintaining Bank Accounts and Providing Services for Individual Clients</li> <li>• Detailed terms and conditions of providing the electronic banking service and telephone banking service and submitting declarations at PKO Bank Polski SA</li> <li>• Pricing terms and conditions of the saving and settlement account "Czasowe Konto bez Granic" (Pricing terms and conditions)</li> <li>• Specification of commissions and fees</li> <li>• List of representative services related to a payment account (glossary of terms)</li> <li>• Information about personal data processing</li> <li>• Information sheet for depositors</li> </ul> <p>The provisions of the above General Terms and Conditions, Detailed T&amp;C and the Pricing terms and conditions shall apply, accordingly, to the extent not covered by the Agreement.</p>
<p><b>REPAYMENT OF RECEIVABLES</b></p>	<p>The Bank may collect, without separate consent, by way of set-off, from the funds accumulated in the Account, overdue debt receivables, other outstanding receivables indicated in the General Terms and Conditions, as well as advances for income tax and social security contributions from the foreign pensions and disability pensions realised by the Bank. In the absence of funds on the Account, any receipt in this Account shall be credited towards the repayment of these receivables.</p>
<p><b>PROVISION OF INFORMATION CONSTITUTING BANK SECRECY</b></p>	<p>The Bank may provide information:</p> <ul style="list-style-type: none"> <li>• to the Bank Register System kept by the Polish Bank Association, in the case of using a forged or third party's document, in particular a document confirming the identity or an employment certificate</li> <li>• other institutions, at their request, in accordance with generally applicable provisions</li> </ul>
<p><b>OTHER</b></p>	<ul style="list-style-type: none"> <li>• REMEMBER – if within 6 months of the date of concluding the agreement you do not provide documents necessary to verify your identity and the Bank will negatively assess the risk of further maintaining the Account, in accordance with the regulations on counteracting money laundering and terrorist financing, the Bank shall terminate your agreement immediately.</li> <li>• The provisions in the General Terms and Conditions shall apply accordingly, except for provisions relating to:             <ul style="list-style-type: none"> <li>– joint accounts,</li> <li>– accounts of minors and legally incapacitated persons</li> <li>– fees and commissions</li> <li>– interest on funds in the Account</li> <li>– savings account, foreign currency account, deposit account and deposit service account</li> <li>– renewable limit and Debit on the Account</li> <li>– of the card User</li> <li>– renewal of the card</li> <li>– use of the Card to the Account outside Poland and in currencies other than the Account currency</li> <li>– cash deposits at cash deposit machines</li> <li>– outgoing foreign transfers</li> </ul> </li> </ul>

**11. CONSENTS AND DECLARATIONS**

	<p><b>Account Holder</b> &lt;Full Name&gt;</p>
<p><b>[presented only if the Client consented to the provision of documents to the e-mail address] PROVIDING DOCUMENTS PRIOR TO THE CONCLUSION OF THE AGREEMENT</b></p>	<p><b>I CONFIRM:</b> that prior to the conclusion of the Agreement I expressed my consent to provide – to the e-mail address indicated by me – any regulations and other documents (in pdf. format) referred to in the Agreement and the Pricing terms and conditions</p> <p><input type="checkbox"/> Account Holder</p>
<p><b>[presented only if the Client requests individual authentication data, including the initial password] INDIVIDUAL AUTHENTICATION DATA</b></p>	<p><b>I REQUEST</b> for issuing to me individual authentication data, including the initial access password</p> <p><input type="checkbox"/> Account Holder</p> <p>Individual authentication data, including the initial access password, shall be provided in accordance with the Account Holder's instruction, in text message form or in paper form at the Bank's branch.</p>

**[agreement concluded by an employee of the branch]**

\_\_\_\_\_

Signature of the Account Holder, which is at the same time the specimen signature

\_\_\_\_\_

Company stamp, full name and signature of the Bank's employee

[agreement concluded by an employee of the branch – signature on the touch screen]

The above specimen signature of the Account Holder shall be used to operate the Account and the Card to the Account.

\_\_\_\_\_

\_\_\_\_\_

Signature of the Account Holder, which is at the same time the specimen signature

\_\_\_\_\_

Full name of the Bank's employee

The Agreement is concluded following the requirements of Article 7 of the Banking Law of 29 August 1997.

The authorisation by placing own signature by the Account Holder on the touch screen at the Bank's branch means making a declaration of will to conclude the Agreement.

Bank – electronic signature.

**Notes from the Bank**

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- \* delete as appropriate
- insert "X" in the relevant box