

## agreement , electronic access channels and card

**ID: Modulo nr**

In day ..... in ..... between:

Nicolaus Bank Spółdzielczy in Toruń, 87-100 Toruń, ul. Lelewela 33, entered into the National Court Register by the District Court, VII Commercial Division of the National Court Register in Toruń - under KRS number 0000116492; REGON 000495289; NIP 879-016-99-20, know as the "Bank",

and

<b>The owner</b>	
Names	
Name	
PESEL	
date of birth	
Place of birth	
Type, series and number of the identity document: <input checked="" type="checkbox"/> ID card <input type="checkbox"/> Passport <input type="checkbox"/> Card	
Citizenship	
Father's name, mother's name	
Mother's maiden name	
<b>Address</b>	
Street, house number, apartment number	
Postal code, post office	
City	
<b>Correspondence address</b> <i>(fill in, if different than registered / domiciled)</i>	
Street, house number, apartment number	
Postal code, post office	
City	
<b>Other contact details</b>	
E-mail adress	
GSM telephone number	

know as the Holder,

an agreement was concluded for maintaining bank accounts and for additional services, i.e. :

YES NO

- 1) o electronic access channels (EKD)
- 2) for a payment instrument

which reads as follows:

### I. Agreement on keeping bank accounts

#### § 1

1. Under this Agreement, the Bank undertakes to:

- 1) keeping a savings and checking account in PLN, know as "ROR";
- 2) keeping other bank accounts in PLN or in foreign currencies;
- 3) issuing and servicing debit payment cards, hereinafter referred to as "cards";
- 4) providing electronic banking services, hereinafter jointly referred to as "services";
- 5) providing other functionalities, products and services offered by the Bank,

on the terms and conditions set out in this Agreement, in the "Regulations for the provision of services in the field of maintaining bank accounts for individual clients", know "Regulations" and "Regulations for the implementation by SGB-Bank SA of payment orders in foreign exchange transactions" and in the schedule of commissions and fees , know "Tariff", which form an integral part of this Agreement.

\* put an X in the appropriate field

2. The terms and abbreviations used in this Agreement have the meaning assigned to them in the Regulations referred to in paragraph 1, if a different meaning of a given concept does not arise directly from the provisions of this Agreement.
3. The Holder declares that before the conclusion of the Agreement, he was informed by the Bank:
  - 1) that any changes to the tariff, regulations, packages will be published on the website <https://edokumenty.nicolausbank.pl> meeting the requirements of a durable medium;
  - 2) about participation in the obligatory deposit guarantee scheme and the principles of its operation, including the types of persons and entities that may be considered a depositor and the maximum guarantee protection limit; the detailed conditions of the guarantee protection are specified in the Information Sheet for the depositor;
  - 3) on the obligation to inform the Bank about the planned foreign inflows of retirement or disability benefits. In such a case, it is necessary to provide the Bank's outlet with the "Statement on foreign pension inflows";
  - 4) about the possibility of issuing an instruction with a contribution in the event of death under the conditions resulting from the Banking Law Act, specified in the regulations, as well as on the content of art. 56 of the Banking Law <sup>1</sup>.
  - 5) on the obligation to inform the Bank about the change of the foreign exchange status.

The Holder / Co-owner also declares that the center of his / her life matters is the address indicated in the Agreement.

- a) the consequence of the choice made is:
  - establishing the foreign exchange status for: resident  non-resident
  - change of the foreign exchange status: from a resident to a non-resident; from non-resident to resident

## § 2

1. The Bank undertakes to open and maintain a ROR ACCOUNT MOC KORZYŚCI - tariff plan OPTIMUM UKRAINA with the number ..... in PLN currency.
2. ROR interest at a variable rate, on the date of the Agreement, the interest rate is 0.0%.

## § 3

1. A bank statement with information about changes in the balance of funds in the account, determination of its balance and performed operations is generated by the Bank by the Bank free of charge at the end of a given month.
2. At least once a calendar year, the Bank provides the Account Holder free of charge with a list of fees charged in a given period for services related to the payment account.
3. The Bank will send the bank statement and the statement of fees in electronic form to the e-mail address provided by the Account Holder at the Bank or made available in electronic banking.

## II. Provisions regarding electronic access channels (EKD)

### § 4

1. By providing the electronic access channel service (EKD service), the parties agree that:
  - 1) The Bank - undertakes to provide the Holder with access to the funds accumulated on the accounts specified in this Agreement via internet banking used by the Holder, as well as to perform operations or other activities ordered by the Holder - under the conditions specified in the regulations and in the Regulations of implementation by SGB- Bank SA payment orders in foreign exchange transactions;
  - 2) Account holder - undertakes to pay the fees and commissions due to the Bank for the use of this service.
2. Payment orders in foreign exchange turnover are carried out through SGB-Bank SA as single payment transactions.

### § 5

1. The Bank provides the Holder, who is its user, access to the following bank accounts:
  - 1) ROR referred to in Par. 2,
  - 2) other bank accounts opened via internet banking after the service was launched.
2. The Bank may provide the Holder with access to bank accounts other than those specified in Par. 1 clause 1.
3. In order to obtain electronic access to the accounts, the Holder uses the electronic identification means issued to him by the Bank.

### PROVISION OF ELECTRONIC ACCESS CHANNELS

**User:** Name and surname: ..... PESEL

**INTERNET BANKING \***

**ID identifier for the website** (website): .....

Maximum amount of each operation: PLN 3,000.

**Method of transaction authorization:**

<sup>1</sup>does not apply to a joint account

\* put an X in the appropriate field

SMS (GSM telephone number

**SMS BANKING** (SMS contains account name, current balance and free funds) :

(GSM phone number: +48

After the balance sheet operation \*:

each \*  WN \* (Outflow)  MA \* (Inflow)

Periodically \*:

9:00 \*  15:00 \*  18:00 \*

working day\*  business day - balance has changed \*  calendar day \*  calendar day - the balance has changed

\*

#### § 6

1. Information on the functionality of individual electronic access channels and the range of services provided on the date of conclusion of the EKD Agreement is included in the *Customer Guide*, available on the website [www.nicolausbank.pl](http://www.nicolausbank.pl).
2. Any changes to online banking, types of electronic access channels and the range of access, made at the request of the Account Holder, are confirmed by the Bank and constitute an integral part of the Agreement.
3. The account holder and the Bank may submit declarations of will in electronic form.

#### § 7

1. The Bank undertakes to launch the EKD service within 2 business days from the conclusion of the Agreement.
2. Further electronic identification means may be obtained by the Holder after submitting the application via electronic access channels or in person at the Bank.
3. The bank generates a new electronic identification means immediately after receiving the application referred to in act. 2, and delivers it to the Account Holder in a manner agreed with him.

#### § 8

1. The Bank undertakes to provide the Holder with access to internet banking and the service is available 7 days a week, 24 hours a day, subject to the provisions of section 2 and § 10 section 1-3 of this Agreement.
2. In the event of lack of or limited access to internet banking, the Holder may submit payment instructions in writing at the Bank's outlet servicing the account, subject to the provisions of this Agreement.
3. The holder undertakes to keep secret and not to disclose to third parties any information related to the security and confidentiality of the service, in particular electronic identification means.

#### § 9

1. The account holder with access to the accounts via internet banking is obliged to submit instructions in accordance with the Agreement, up to the amount of funds available on the account.
2. Instructions submitted to the Bank by the Account Holder via internet banking:
  - 1) in domestic payment transactions - will be carried out in accordance with the regulations referred to in § 1 act. 4 Agreements,
  - 2) in foreign exchange transactions - will be carried out in accordance with the Regulations for the implementation by SGB-Bank SA of payment orders in foreign exchange referred to in § 1 sec. 1, using the rates from the table of foreign exchange rates in force at SGB-Bank SA at the time of accepting the order for execution.
3. Instructions given by the Holder via internet banking on a non-business day are processed on the first business day following the non-business day, if they are orders in domestic payment transactions; orders in foreign exchange turnover will be treated as accepted for execution on the business day following the non-business day, in accordance with the value date mode specified in the order.
4. The provisions of para. 2 - 3 shall apply accordingly to the instruction to open a deposit (conclusion of the Agreement in the part relating to the deposit account).
5. The account holder is obliged to each time download confirmations generated by internet banking informing about the fulfillment or refusal to execute the instruction submitted by the holder.

#### § 10

1. The Account Holder declares that he is aware and accepts the fact that the restrictions on the use of electronic access channels specified in the regulations may cause interruptions or limitations in access to online banking and the possibility of using the service.

\* put an X in the appropriate field

2. In the event of a restriction in the use of electronic access channels, referred to in sec. 1 or the occurrence of external causes, beyond the Bank's control, preventing or limiting access to internet banking, or placing or executing instructions in internet banking, the Bank undertakes to notify the Holder that it is not possible to submit or execute an instruction via internet banking.
3. The notification referred to in act. 2, is in electronic form and is posted respectively:
  - 1) in online banking, in the field available only to the Holder, intended for the Bank to provide information about the service, or
  - 2) on the Bank's website, in a way available to all interested parties.

**§ 11**

The account holder authorizes the Bank to collect the amounts due to the Bank of fees and commissions by debiting the account .

**III. Provisions regarding payment instruments**

**§ 12**

1. The agreement defines the rules of using debit payment cards issued to the Holder's ROR (know as the" card or cards") under the conditions specified in the regulations.
2. As a result of using a card with a contactless function and as a result of currency conversion of transactions made abroad, the cardholder / card user may cause the available funds on the account to be exceeded. In the event of an overrun, the card Holder is obliged to immediately repay the resulting, unauthorized debt. In the case of indebtedness lasting more than 7 days, the Bank calls on the Holder to repay it.

**§ 13**

1. The part of the agreement concerning debit payment cards was concluded for a specified period, ie for the period of validity of the card.
2. In the event of issuing further cards under this Agreement, the Agreement in the part concerning debit payment cards shall be extended for the period of validity of the card with the longest period of validity.
3. In the event of a card renewal, the Agreement in the part relating to the debit payment card is automatically extended for a period equal to the period of validity of the renewed card.

**§ 14**

1. The holder of the payment instrument may withdraw from this Agreement in the part concerning debit payment cards within 14 days from the date of receipt by him or the card user of the first card, provided that the cardholder / card user has not performed any operation with the issued instruments; in such a case, the Bank reimburses the Account Holder the amount of the fees paid.
2. In the case referred to in paragraph. 1, the Bank shall charge the Account Holder with the costs of issuing the payment instrument in the amount specified in the tariff.

**§ 15**

The cardholder declares that he has been notified of the terms, date and place of issuing the card.

**PAYMENT CARD ISSUED**

**§ 16**

Name and surname to be placed on the card
<b>Payment card to a PLN account</b> *: YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>BLIK to the account in PLN</b> *: YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>Card for savings accounts in convertible currencies:</b> * YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>3DSecure - verification question:</b> <input type="checkbox"/> What do you see outside the window? <input type="checkbox"/> Name of your friend / childhood friend? <input type="checkbox"/> Your first pet's name? <input type="checkbox"/> The color of your first bike? <input type="checkbox"/> What street was your first school located on? <input type="checkbox"/> The place of your best vacation? <input type="checkbox"/> Your favorite writer? <input type="checkbox"/> Your favorite athlete? <input type="checkbox"/> Your favorite movie / book character? <input type="checkbox"/> Your favorite childhood movie? <input type="checkbox"/> Your grandma's favorite dessert?

\* put an X in the appropriate field

Answer to the verification question : .....

**Card delivery:** shipment to the correspondence address

**Provide PIN:** SMS to the Owner's GSM phone number

Password for downloading a PIN on an SMS (max 12 characters without Polish letters): <# WI01.Pesel .....>

#### IV. CRS Statement

##### § 17

1. The Account Holder certifies that his country of primary tax residence is:

Country of primary tax residence 1	TIN <sup>[1]</sup> / PESEL number in the country of the main tax residence

2. The Account Holder declares that he is also a tax resident in countries other than those indicated in point 1 above:

Country of tax residence 2	TIN / PESEL number in the country of tax residence 2
Country of tax residence 3	TIN / PESEL number in the country of tax residence 3

3. If the TIN of the account holder is not available, please indicate the appropriate reason A, B or C as indicated below \*:

**Reason A** The account holder's country of residence does not use TINs to identify individuals or entity for tax purposes.

**Reason B** The account holder is unable to obtain a TIN (if you choose this option below, please indicate the reasons:

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**Reason C** TIN is not required.

Note: this reason can only be chosen if the national law of the country of residence does not require natural persons or entities to apply for and use TINs for tax purposes (e.g. your TIN application is voluntary).

State of tax residence	In the absence of a TIN, provide reason A, B or C
1.	

4. The Account Holder declares that:

- the information contained in this declaration is consistent with the factual and legal status, in the event of a change in the data indicated in the declaration, I undertake to submit another declaration in accordance with the new factual and legal status within 30 days from the date of this change;
- is aware of the criminal liability for making a false statement.

#### 5. Additional information

- Providing your personal data by you is voluntary, however, it is a condition for the conclusion and performance of the contract and the statutory rights and obligations of the Bank related to the performance of banking activities; in the event of failure to provide personal data, the Bank is forced to refuse to conclude the contract.
- The indication of tax residence other than Poland in point 1-2 of this declaration imposes on Nicolaus Bank Spółdzielczy in Toruń reporting obligations in the scope of transferring to the tax administration authorities of the state indicated in point 1-2 (through the tax authorities of the Republic of Poland) data regarding the account and its Holder. The transferred data are, in particular, the name and surname, address, date and place of birth, tax identification number, account number, balance or value of the account or interest, dividends, income from the sale of securities or other income received in connection with holding an account and other required data by law.
- Regardless of the submission of this declaration, Nicolaus Bank Spółdzielczy in Toruń is obliged to verify the credibility of the declaration. If there are any indications that doubt the credibility of the declaration, Nicolaus Bank Spółdzielczy in Toruń is obliged to fulfill the reporting obligations indicated in point 2 above. To verify the credibility of the statement. Nicolaus Bank Spółdzielczy in Toruń may request additional documents necessary for verification.
- Country of main tax residence - country in which you are subject to tax on all income in accordance with the provisions of the domestic law of this country, based on the place of residence or other similar criterion. Pursuant to the Act of July 26, 1991 on

<sup>[1]</sup> Taxpayer identification number or its functional equivalent, in the absence of such a number, used by the country of residence to identify a natural person or entity for tax purposes

\* put an X in the appropriate field

personal income tax, taxation on total income in Poland applies to natural persons who have their place of residence in the territory of Poland, i.e.:

- 1) have a center of vital or economic interests (center of vital interests) in Poland or
- 2) stay in the territory of Poland for more than 183 days.

5. The domestic law of other countries may provide for different conditions for establishing a tax residence in these countries. For example, studying, working or a long trip in a given country may lead to the establishment of a tax residence.

The tax residence should be determined taking into account the relevant agreements on the avoidance of double taxation.

In special cases, it is possible to have more than one tax residence (e.g. a person with a permanent place of residence in Poland, staying in a given year continuously in another country for more than 183 days a year, may be considered a resident of both these countries). In such event, please include all countries in which the Account Holder is resident.

If in doubt as to the determination of your tax residence, you can consult a tax advisor of your choice.

#### V. PEP's statement

##### § 18

<p><b>Are you a politically exposed person, i.e. a natural person who holds / has held a political position in the last 12 months or has / performed a significant public function in the last 12 months:</b></p> <p><b>If YES, please indicate the position (s):</b></p>	<input type="checkbox"/> YES <input type="checkbox"/> NOT
head of state, head of government, minister, deputy minister, secretary of state, undersecretaries of state, including the President of the Republic of Poland, the Prime Minister and the vice-president of the Council of Ministers	<input type="checkbox"/>
member of parliament or similar legislative bodies, including deputy and senator	<input type="checkbox"/>
member of the governing bodies of political parties	<input type="checkbox"/>
member of the highest courts, constitutional tribunals and other high-level judicial bodies, the decisions of which are not subject to appeal, with the exception of extraordinary procedures, including judges of the Supreme Court, Constitutional Tribunal, Supreme Administrative Court, provincial administrative courts and judges of courts of appeal	<input type="checkbox"/>
member of the court of auditors or the management boards of central banks, including the President and members of the NBP Management Board	<input type="checkbox"/>
ambassador, charges d'affaires and a senior officer of the armed forces	<input type="checkbox"/>
a member of administrative, management or supervisory bodies of state-owned enterprises, including a director of state-owned enterprises and a member of management boards and supervisory boards of companies with State Treasury shareholding, in which more than half of the shares are owned by the State Treasury or other state legal persons	<input type="checkbox"/>
a director, deputy director and a member of the governing bodies of international organizations or a person performing equivalent functions in these organizations	<input type="checkbox"/>
the director general in the offices of supreme and central state bodies, the director general of voivodship offices and the head of local offices of governmental special administration bodies	<input type="checkbox"/>
other significant position or performed / performed other significant public functions in the last 12 months.	<input type="checkbox"/>
<p><b>Are you a family member of a politically exposed person or have such position in the last 12 months, i.e. *</b></p> <ul style="list-style-type: none"> <li>▪ a spouse or cohabiting person with a politically exposed person,</li> <li>▪ a child of a politically exposed person and his or her spouse or cohabiting person,</li> <li>▪ the parent of a politically exposed person</li> </ul>	<input type="checkbox"/> YES <input type="checkbox"/> NOT
<p><b>Are you a person known to be a close associate of or within the last 12 months of a politically exposed person, i.e. *</b></p> <ul style="list-style-type: none"> <li>▪ natural persons who are beneficial owners of legal persons, organizational units without legal personality or trusts together with a person holding a politically exposed position or maintaining other close relationships with such person related to the conducted business activity,</li> <li>▪ natural persons who are the sole beneficial owners of legal persons, organizational units without legal personality or a trust known to be established for the purpose of obtaining a real benefit by a politically exposed person</li> </ul>	<input type="checkbox"/> YES <input type="checkbox"/> NOT
<p><b>Is the Customer's beneficial owner a politically exposed person, i.e. a natural person who holds / has held a significant position in the last 12 months or has / performed significant public functions in the last 12 months (fill in in the case of SKO / PKZP / Parent Council) :</b></p> <p><b>If YES, please indicate the position (s):</b></p>	<input type="checkbox"/> YES <input type="checkbox"/> NOT
head of state, head of government, minister, deputy minister, secretary of state, undersecretaries of state, including the President of the Republic of Poland, the Prime Minister and the vice-president of the Council of Ministers	<input type="checkbox"/>

\* put an X in the appropriate field

member of parliament or similar legislative bodies, including deputy and senator	<input type="checkbox"/>
member of the governing bodies of political parties	<input type="checkbox"/>
member of the highest courts, constitutional tribunals and other high-level judicial bodies, the decisions of which are not subject to appeal, with the exception of extraordinary procedures, including judges of the Supreme Court, Constitutional Tribunal, Supreme Administrative Court, provincial administrative courts and judges of courts of appeal	<input type="checkbox"/>
member of the court of auditors or the management boards of central banks, including the President and members of the NBP Management Board	<input type="checkbox"/>
ambassador, charges d'affaires and a senior officer of the armed forces	<input type="checkbox"/>
a member of administrative, management or supervisory bodies of state-owned enterprises, including a director of state-owned enterprises and a member of management boards and supervisory boards of companies with State Treasury shareholding, in which more than half of the shares are owned by the State Treasury or other state legal persons	<input type="checkbox"/>
a director, deputy director and a member of the governing bodies of international organizations or a person performing equivalent functions in these organizations	<input type="checkbox"/>
the director general in the offices of supreme and central state bodies, the director general of voivodship offices and the head of local offices of governmental special administration bodies	<input type="checkbox"/>

I am aware of the criminal liability for making a false statement.

## VI. Final provisions to the Bank Account Agreement, electronic access channels and the card

### § 19

For activities related to:

- 1) opening and keeping accounts,
- 2) the Bank provides and the account holder uses internet banking services,
- 3) performance of the card agreement,

the bank charges fees and commissions in accordance with the Terms and Conditions of the Moc Benefit Account - Optimum Ukraine Package for individual customers at Nicolaus Bank Spółdzielczy in Toruń for a period of 12 full calendar months from the date of concluding the Agreement for maintaining bank accounts, electronic access channels and the card. After the expiry of the period referred to above, the fees and charges listed in the Bank's tariff of fees and charges for the Optimum package shall apply.

## VII. Holder's consent

### § 20

I hereby consent / do not express the following consents:

	YES	NOT
I consent to the processing of my personal data by Nicolaus Bank Spółdzielczy in Toruń for the purpose of direct marketing.	<input type="checkbox"/>	<input type="checkbox"/>
I consent to the sending of marketing information (including commercial information) by Nicolaus Bank Spółdzielczy in Toruń by means and devices of electronic communication.	<input type="checkbox"/>	<input type="checkbox"/>
I consent to the sending by Nicolaus Bank Spółdzielczy in Toruń of marketing information (including commercial information) by means and devices of telephone communication (including telecommunications terminal equipment and automatic calling systems).	<input type="checkbox"/>	<input type="checkbox"/>
I consent to the sending by Nicolaus Bank Spółdzielczy in Toruń of profiled marketing information (including commercial information) by means and devices of electronic, telephone and traditional communication.	<input type="checkbox"/>	<input type="checkbox"/>

Expressing consent may be withdrawn at any time.

Withdrawal of consent does not affect the lawfulness of the processing prior to the withdrawal of consent.

### § 21

The place and form of submitting a complaint, the deadline for considering the complaint by the Bank and the method of notifying the account holder about the complaint have been specified in § 59-61 of the Regulations.

### § 22

\* put an X in the appropriate field

The Account Holder declares that before concluding the Agreement, the Bank provided him with the documents indicated below (constituting its integral part) in an electronic form that allows for their storage and retrieval in the ordinary course of activities - at [www.edokumenty.pl](http://www.edokumenty.pl), he has read the content of these documents and undertakes to follow them:

- a) Payment document - MOC BENEFITS ACCOUNT - tariff plan Ukraine,
- b) The information sheet for depositors referred to in Art. 318 paragraph. 3 of the Act of 10/06/2016 on the Bank Guarantee Fund, the deposit guarantee system and forced restructuring,
- c) Information on the processing of personal data along with the Information Clause regarding Biuro Informacji Kredytowej SA with its registered office in Warsaw,
- d) Regulations for the provision of services in the field of maintaining bank accounts for individual clients,
- e) Regulations for the execution by SGB-Bank SA of payment orders in foreign exchange transactions,
- f) Tariff of fees and commissions charged by Nicolaus Bank Spółdzielczy in Toruń for banking activities in the domestic currency,
- g) Tariff of fees and commissions for banking activities and services - convertible currencies,
- h) Terms and Conditions of the Moc Benefit Account - Optimum Ukraine Package for individual customers at Nicolaus Bank Spółdzielczy in Toruń.

#### § 23

1. The terms and conditions for the amendment, termination and termination of the Agreement for maintaining bank accounts, UBE electronic banking services and payment instruments are specified in the regulations.
2. The Bank may terminate the Agreement on maintaining bank accounts, EKD electronic access channels and the card for important reasons specified in the regulations.
3. Any amendment to the terms of the Agreement shall be made in writing, otherwise null and void, subject to a change in the interest rate on the funds held in the account, changes in the tariff and changes to packages, which shall take place in the manner and form specified in the regulations.
4. Any disputes arising from this Agreement shall be settled by common courts of law.

#### § 24

In matters not covered by the Agreement, the provisions of the Regulations and the Regulations for the implementation by SGB-Bank SA of payment orders in foreign exchange transactions shall apply.

#### § 25

1. The contract was concluded for an indefinite period. The rates of fees listed in the Regulations of the Konto Moc Benefit-Package Ukraine for individual customers at Nicolaus Bank Spółdzielczy in Toruń are valid for 12 full calendar months from the date of the Agreement.
2. After the expiry of the period referred to in act. 1, the fees and charges listed in the Bank's tariff of fees and charges for the Optimum package apply.

#### §26

This Agreement has been drawn up in four language versions: in Polish, Ukrainian, Russian and English, with the proviso that in the event of any discrepancy, the Polish language version is binding.

#### §27

Ukrainian is the language of communication between the parties.

#### §28

This contract is subject to Polish law.

\_\_\_\_\_

Place, date

\_\_\_\_\_

specimen signature of the Holder

SIG-07

## # F2

Agreement generated by: .....

The document is generated electronically, does not require a stamp or signature. The document drawn up on the basis of art. 7 of the Banking Law (Journal of Laws No. 140 of 1997, item 939, as amended).

\* put an X in the appropriate field