



GENERAL TERMS AND CONDITIONS OF EXECUTION OF INTERNATIONAL PAYMENTS
(effective as of 16 December 2019)

In these terms and conditions, we use the terms below understood as follows:

- 1/ **Bank** – mBank S.A.,
- 2/ **Branch** – organisational unit of the Bank which maintains clients' bank accounts,
- 3/ **client** – a natural person, legal entity, or organisational unit which is not a legal entity but has a legal capacity under the law, that holds a current or auxiliary bank account with the Bank,
- 4/ **order** – an order for an incoming international payment, an outgoing international payment, an EuroExpress Transfer Order, a SEPA Transfer Order,
- 5/ **beneficiary's bank** – a bank or bank branch, financial institution or international financial institution which maintains the beneficiary's bank account or makes a payment to the beneficiary,
- 6/ **correspondent bank (intermediary bank)** – a national or international bank which maintains an account in convertible currencies in its books for and on behalf of the Bank, or a bank which holds an account in convertible currencies with the Bank which participates in the execution of international payments,
- 7/ **payer's bank** – a bank or bank branch, financial institution or international financial institution which accepts a payer's order to transfer a cash amount to a beneficiary,
- 8/ **beneficiary (recipient)** – a natural person, legal entity, or organisational unit which is not a legal entity but has a legal capacity under the law, that is the recipient of cash in a payment transaction,
- 9/ **payer (sender)** – a natural person, legal entity, or organisational unit which is not a legal entity but has a legal capacity under the law, that submits a payment order to transfer cash,
- 10/ **value date** – the time as of which or up to which the Bank accrues interest on a cash credit or debit to a bank account,
- 11/ **business day** – any day from Monday to Friday on which the Bank is open for business, other than a statutory bank holiday,
- 12/ **cut-off time** – the time specified in the cut-off time table, up to which the Bank accepts specific payment orders for execution on a given business day,
- 13/ **IBAN** – a unique identifier: the International Bank Account Number, used in cross-border payments. A bank account number in IBAN format contains a two-letter country code followed by two check digits and up to 30 alphanumerical characters that represent the account number whose length depends on the country,
- 14/ **NRB** – a unique identifier – the Bank Account Number [*Numer Rachunku Bankowego*] used in domestic payments, defined in Regulation No. 15/2010 of the Governor of the National Bank of Poland of 15 July 2010 concerning the method of numbering bank accounts maintained by banks. A bank account number in NRB format contains 26 digits including two digits followed by 8 digits that represent the bank's sort code and 16 digits that represent the account number in the bank,
- 15/ **electronic distribution channels** – the systems: mBank CompanyNet, BRESOK, Multicash, SwiftNet, via which the Bank accepts payment orders,
- 16/ **SWIFT/BIC code** – an 8-character or 11-character institution identifier which contains digits and letters, used in transfers to identify the payer's bank or the beneficiary's bank,
- 17/ **SWIFT** – Society for Worldwide International Financial Telecommunication,
- 18/ **TARGET2** – a trans-European automated immediate real-time gross settlement system in the euro (EUR),
- 19/ **SEPA** – Single Euro Payments Area, the area in which citizens, companies and other entities may make cashless payments in the euro in the European Union Member States, Iceland, Norway, Switzerland and Lichtenstein, including cross-border and domestic payments, on the same terms and conditions, under the same legal regulations and liabilities,
- 20/ **FX rate table** – the Bank's table of FX rates which presents buy, sell and average exchange rates of foreign currencies for cash and cashless payments. It is published on the Bank's website and available in the Bank's branches. It is effective on the day and as of the time of publication for transactions executed on that day,
- 21/ **Tariff (TPIOB)** – the Bank's "mBank Tariff of Banking Fees and Commissions for SMEs and Corporations",
- 22/ **Payment Services Act (PSA)** – the Act of 19 August 2011 which defines the terms and conditions of payment services,

- 23/ **FX Law** – the Act of 27 July 2002 which defines the terms of international and domestic currency transactions as well as the business of currency buy and sell transactions and intermediation in currency buy and sell transactions,
- 24/ **cross-border payment** – a transfer in the euro executed within the European Economic Area as an EuroExpress Transfer Order or SEPA Transfer Order,
- 25/ **incoming international payment** – an order received in a foreign currency / zlotys from a foreign bank or in a foreign currency from another domestic bank to pay / transfer a cash amount to an account of a beneficiary,
- 26/ **outgoing international payment** – an order sent in a foreign currency / zlotys to a foreign bank or in a foreign currency to another domestic bank to pay / transfer a cash amount to an account by order of a payer,
- 27/ **EuroExpress Transfer Order** – an order in the euro sent to a foreign bank or another domestic bank participating in TARGET2 to transfer a cash amount to an account by order of a payer,
- 28/ **incoming SEPA Transfer Order** – an order in the euro received from a foreign bank or another domestic bank via SEPA to transfer a cash amount to an account of a beneficiary,
- 29/ **outgoing SEPA Transfer Order** – an order in the euro sent to a foreign or domestic bank participating in SEPA to transfer a cash amount to an account by order of a payer,
- 30/ **force majeure** – unforeseen circumstances beyond the Bank's control which the Bank could not prevent or predict. They may directly or indirectly cause the Bank to not perform or to unduly perform an agreement; force majeure is understood as events caused among others by acts of the government, riots or unrest, war, uprising, strike, terrorist attack, natural disaster, telephone line or internet line failure or accidental communication interruptions.

I. General terms and conditions of execution of incoming international payments

1. This section defines the terms and conditions of execution of incoming international payments in international and domestic foreign currency transactions.
2. An incoming international payment is an order in zlotys or a foreign currency received from a foreign bank or an order in a foreign currency received from another domestic bank with instructions to:
 - 1/ credit a specified account of the Bank's client with a specific amount, or
 - 2/ pay cash to a specific beneficiary, or
 - 3/ transfer cash to an account of a beneficiary with another bank.
3. We execute incoming international payments:
 - 1/ automatically and
 - 2/ manually.
4. We execute incoming international payments automatically if:
 - 1/ automated verification of the details of the payer and the beneficiary according to the requirements of Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 is positive,
 - 2/ the account IBAN specified in the order is correct and
 - 3/ the currency in which we maintain the account matches the currency of the credit or the amount is booked in the account automatically at the applicable FX rate according to the Bank's current FX rate table (we convert currencies if the automated search for the client's main account in the currency of the credit cannot identify and credit such account).
5. We identify clients using the unique identifier IBAN.
6. We execute incoming international payments which are subject to the Payment Services Act of 19 August 2011 by crediting the beneficiary's account on the day when the Bank's current account is credited, provided that it is a business day, by the end of the Bank's business day.
7. We execute incoming international payments which are not subject to the Payment Services Act of 19 August 2011 by crediting the beneficiary's account on the day when the Bank's current account is credited, provided that it is a business day and the message is received by the Bank up to the cut-off time. If we receive a payment with the current value date after the cut-off time, we consider it to be an order received on the following business day and we book it with the value date of the following business day.
8. If the execution of an incoming international payment requires additional arrangements due to imprecise instructions contained in the payment order or due to non-standard arrangements with the Client, we credit the Client's account on the Bank's nearest possible business day.
9. We are not responsible for non-execution or delayed execution of an incoming international payment if:
 - 1/ the reasons are within the control of the payer or the beneficiary,
 - 2/ the reasons are within the control of the payer's bank or the correspondent bank,
 - 3/ the reasons are caused by force majeure,
 - 4/ the reasons are related to legal restrictions,

- 5/ the beneficiary/payer is entered into a list of individuals, groups, entities subject to special restrictions under European Union law, generally applicable national regulations, and OFAC (the Office of Foreign Assets Control of the US Department of the Treasury),
- 6/ the beneficiary/payer is a person/entity in a country (area) subject to EEA or US government sanctions.
10. We charge fees for the execution of incoming international payments in the amount and on the terms defined in the tariff (TPiOB). We charge fees by means of a separate booking record without reducing the amount of the order.
11. We handle any additional interventions related to an incoming international payment properly cleared by the Bank on the terms defined in the tariff (TPiOB).

II. General terms and conditions of execution of outgoing international payments

1. This section defines the terms and conditions of execution of outgoing international payments in international and domestic foreign currency transactions.
2. We execute outgoing international payments when a client submits a complete, properly filled out order for an outgoing international payment in hardcopy or electronically.
3. The Bank executes outgoing international payments provided that:
 - 1/ an authorised person submits a correct payment order which contains the following details:
 - a/ the number of the client's account which is to be debited with the transfer,
 - b/ the name and contact details of the client if the order is presented in hardcopy,
 - c/ the number of the beneficiary's bank account which is to be credited with the transfer; we recommend the IBAN format if the transfer goes to a European Union Member State,
 - d/ the name and contact details of the beneficiary,
 - e/ the SWIFT/BIC code of the beneficiary's bank or the full name of the beneficiary's bank; we recommend the SWIFT/BIC code,
 - f/ the currency and amount of the transfer,
 - g/ the purpose of the payment,
 - h/ the execution mode,
 - i/ the cost option; if the transfer goes to a country subject to the Payment Services Act of 19 August 2011, the only available option is SHA,
 - j/ the execution date,
 - 2/ the payment order is authorised by the client, which is tantamount to the client's consent for the execution of the payment:
 - a/ if the order is presented to the Bank in hardcopy, the person submitting the order presents a document confirming their identification details and the signature in the payment order matches the signature on file at the Bank,
 - b/ if the order is presented via electronic distribution channels, the order is confirmed as authorised according to the application procedures,
 - 3/ the balance in the client's account is sufficient to execute the payment and to pay the Bank's fees and commissions on the order execution date.
4. Depending on the currency of the transaction and the client's choice, we execute payments in the following modes:
 - 1/ STANDARD – the order is executed on the value date of the bank's beneficiary D+2, where D is the date of execution of the client's order by the Bank,
 - 2/ URGENT – the order is executed on the value date of the bank's beneficiary D+1, where D is the date of execution of the client's order by the Bank,
 - 3/ EXPRESS – the order is executed on the value date of the bank's beneficiary D, where D is the date of execution of the client's order by the Bank
5. For transfers which are subject to the Payment Services Act of 19 August 2011, the maximum settlement date is 1 business day (D+1) for transactions executed in currencies of the European Union Member States. We count it starting with the date of execution of the client's order by the Bank. Details of the modes available for transaction currencies are available in the Tariff (TPiOB).
6. We execute accepted orders of clients taking into account the Bank's cut-off times. We execute orders submitted up to the cut-off time on the same business day provided that the client's balance with the Bank is sufficient. We execute orders submitted after the cut-off time on the Bank's following business day.
7. We execute outgoing international payments with the following cost options:
 - 1/ SHA – fees and commissions are split between the payer and the beneficiary (the payer pays the Bank's fees and commissions, the beneficiary pays all other fees and commissions),
 - 2/ OUR – the payer pays all fees and commissions,
 - 3/ BEN – the beneficiary pays all fees and commissions (the Bank debits the payers' account specified in the international payment with the full amount and reduces the order amount with the fees and commissions due to the Bank and paid by the beneficiary).

8. We execute international payments which are subject to the Payment Services Act of 19 August 2011 only with the SHA cost option.
9. To the extent defined by law, if necessary, the Client must provide the Bank with relevant documents concerning an outgoing international payment in the form, with the content and on the dates defined in such regulations.
10. We may refuse to execute an outgoing international payments in particular in the following cases:
 - 1/ if we are unable to definitively confirm the identity of the person submitting the order or such person uses a flagged identity document,
 - 2/ if it contains incorrect or incomplete information,
 - 3/ if it does not contain all required data,
 - 4/ if data in the order do not match data available to us, including the sample signature,
 - 5/ if the bank account number does not meet the NRB/IBAN requirements,
 - 6/ if the balance in the bank account is insufficient to execute the order,
 - 7/ if the balance in the bank account is insufficient to pay the fees and commissions related to the order and due to the Bank,
 - 8/ if the competent authorities prohibit payments from the bank account,
 - 9/ failures of the Bank's IT systems which prevent the correct execution of the order,
 - 10/ if the beneficiary/payer is entered into a list of individuals, groups, entities subject to special restrictions under European Union law, generally applicable national regulations, and OFAC (the Office of Foreign Assets Control of the US Department of the Treasury),
 - 11/ if the beneficiary/payer is a person/entity in a country (area) subject to EEA or US government sanctions.
 - 12/ if, in the opinion of the Bank, it is reasonably probable that the international payment may not be executed due to the political or economic conditions in the country of the beneficiary's bank or for reasons caused by that bank or intermediary banks.
11. We inform the Client of our refusal to execute an order from a bank account and of the reasons as soon as possible when those are identified.
12. If a payment is returned to us, we follow the terms applicable to incoming international payments.
13. We are not responsible for the non-execution or delayed execution of an order for reasons beyond our control, including force majeure.
14. We execute international payments according to the beneficiary's bank details provided by the client.
15. We may select the bank via which we will execute an order and the intermediary bank may use other intermediary banks.
16. We are not responsible for the consequences of data entered incorrectly or illegibly in an outgoing international payment order.
17. The client accepts all liability and consequences of the execution of the payment by intermediary banks participating in the execution of the order according to the laws and customary practice of their countries.
18. We charge fees for the execution of outgoing international payments in the amount and on the terms defined in the tariff (TPIOB). We charge fees by means of a separate booking record without reducing the amount of the order, with the exception of orders with the BEN cost option.
19. We handle any additional interventions necessary to properly clear an outgoing international payment on the terms defined in the tariff (TPIOB).

III. Terms and conditions of execution of EuroExpress Transfer Order cross-border payments

1. This section defines the terms and conditions of execution of EuroExpress Transfer Orders in the euro.
2. We execute EuroExpress Transfer Orders when a client submits a complete, properly filled out order for an account in the euro electronically.
3. The Bank executes EuroExpress Transfer Orders provided that:
 - 1/ an authorised person submits a correct payment order via the internet banking system mBank CompanyNet or the electronic banking system BRESOK which contains the following details:
 - a/ the number of the beneficiary's bank account in the IBAN format,
 - b/ the name of the beneficiary,
 - c/ the SWIFT/BIC code of the beneficiary's bank (TARGET2 participant),
 - d/ the cost option – SHA (the payer pays the payer bank's fees and commissions, the beneficiary pays fees and commissions of third-party banks),
 - 2/ the payment order is authorised by the client, which is tantamount to the client's consent for the execution of the payment,

- 3/ the balance in the client's account is sufficient to execute the payment and to pay the Bank's fees and commissions on the order execution date.
4. We execute accepted orders of clients taking into account the Bank's cut-off times. We execute orders submitted up to the cut-off time on the same business day provided that the client's balance with the Bank is sufficient. We execute orders submitted after the cut-off time on the Bank's following business day.
5. If a payment is returned to us, we follow the terms applicable to incoming international payments.
6. We may refuse to execute EuroExpress Transfer Orders in particular in the following cases:
 - 1/ if the balance in the bank account is insufficient to execute the order,
 - 2/ if the balance in the bank account is insufficient to pay the fees and commissions related to the order and due to the Bank,
 - 3/ if the competent authorities prohibit payments from the bank account,
 - 4/ failures of the Bank's IT systems which prevent the correct execution of the order,
 - 5/ if the beneficiary/payer is entered into a list of individuals, groups, entities subject to special restrictions under European Union law, generally applicable national regulations, and OFAC (the Office of Foreign Assets Control of the US Department of the Treasury),
 - 6/ if the beneficiary/payer is a person/entity in a country (area) subject to EEA or US government sanctions.
 - 7/ if, in the opinion of the Bank, it is reasonably probable that the international payment may not be executed due to the political or economic conditions in the country of the beneficiary's bank or for reasons caused by that bank or intermediary banks.
7. We inform the Client of our refusal to execute an order from a bank account and of the reasons as soon as possible when those are identified. We are not responsible for the non-execution or delayed execution of an order for reasons beyond our control, including force majeure.
8. We charge fees for the execution of EuroExpress Transfer Orders in the amount and on the terms defined in the tariff (TPiOB). We charge fees by means of a separate booking record without reducing the amount of the order.
9. We handle any additional interventions necessary to properly clear EuroExpress Transfer Orders on the terms defined in the tariff (TPiOB).

IV. Terms and conditions of execution of incoming SEPA Transfer Order cross-border payments

1. This section defines the terms and conditions of execution of incoming SEPA Transfer Orders in the euro.
2. We execute incoming SEPA Transfer Orders provided that the client holds an account with the Bank. To execute incoming SEPA Transfer Orders, the payer must provide the client's bank account number in the IBAN format.
3. We execute incoming SEPA Transfer Orders by crediting the client's account on the day when the Bank's current account is credited, provided that it is a business day, by the end of the Bank's business day.
4. If the execution of SEPA Transfer Orders requires additional arrangements due to imprecise instructions contained in the payment order or due to non-standard arrangements with the client, we credit the client's account on the Bank's nearest possible business day.
5. We charge fees for the execution of incoming SEPA Transfer Orders in the amount applicable to incoming international payments defined in the tariff (TPiOB). We charge fees by means of a separate booking record without reducing the amount of the order.

V. Terms and conditions of execution of outgoing SEPA Transfer Order cross-border payments

1. This section defines the terms and conditions of execution of outgoing SEPA Transfer Orders in the euro.
2. We execute outgoing SEPA Transfer Orders when a client submits a complete, properly filled out order for an account in the euro electronically.
3. The Bank executes outgoing SEPA Transfer Orders provided that:
 - 1/ an authorised person submits a correct payment order via the internet banking system mBank CompanyNet or the electronic banking system BRESOK, MultiCash or SwiftNet which contains the following details:
 - a/ the number of the beneficiary's bank account in the IBAN format,
 - b/ the name of the beneficiary,
 - c/ the cost option – SHA (the payer pays the payer bank's fees and commissions, the beneficiary pays fees and commissions of third-party banks),

- 2/ the payment order is authorised by the client, which is tantamount to the client's consent for the execution of the payment,
- 3/ the balance in the client's account is sufficient to execute the payment and to pay the Bank's fees and commissions on the order execution date.
4. We execute accepted orders of clients taking into account the Bank's cut-off times. We execute orders submitted up to the cut-off time on the same business day provided that the client's balance with the Bank is sufficient. We execute orders submitted after the cut-off time on the Bank's following business day.
5. The maximum clearing time of SEPA Transfer Orders is 1 business day (D+1) counted from the date of execution of the client's order by the Bank, depending on the mode of execution of the order by the beneficiary's bank.
6. We may refuse to execute outgoing SEPA Transfer Orders in particular in the following cases
 - 1/ if the balance in the bank account is insufficient to execute the order,
 - 2/ if the balance in the bank account is insufficient to pay the fees and commissions related to the order and due to the Bank,
 - 3/ if the competent authorities prohibit payments from the bank account,
 - 4/ failures of the Bank's IT systems which prevent the correct execution of the order,
 - 5/ if the beneficiary/payer is entered into a list of individuals, groups, entities subject to special restrictions under European Union law, generally applicable national regulations, and OFAC (the Office of Foreign Assets Control of the US Department of the Treasury),
 - 6/ if the beneficiary/payer is a person/entity in a country (area) subject to EEA or US government sanctions.
 - 7/ if, in the opinion of the Bank, it is reasonably probable that the international payment may not be executed due to the political or economic conditions in the country of the beneficiary's bank or for reasons caused by that bank or intermediary banks.
7. We inform the client of our refusal to execute an order from a bank account and of the reasons as soon as possible when those are identified.
8. We are not responsible for the non-execution or delayed execution of an order for reasons beyond our control, including force majeure.
9. Clients may recall executed SEPA Transfer Orders.
10. SEPA Transfer Orders may be recalled (Recall message) only via the electronic banking systems mBank CompanyNet and BRESOK within 13 months after the order clearing date for any of the following three reasons:
 - 1/ incorrect IBAN,
 - 2/ incorrect amount,
 - 3/ other reason.
11. If the beneficiary's bank receives a Recall message, it has 15 days to:
 - 1/ send a refusal, or
 - 2/ repay the order.
12. If an order is repaid upon a SEPA Transfer Order Recall, the beneficiary's bank may charge a fee which reduces the original order amount.
13. We charge fees for the execution of SEPA Transfer Orders and for sending SEPA Transfer Order Recalls as defined in the tariff (TPiOB). We charge fees by means of a separate booking record without reducing the amount of the order.

CUT-OFF TIMES FOR INTERNATIONAL PAYMENT ORDERS

TYPE OF ORDER – OUTGOING INTERNATIONAL PAYMENTS	CUT-OFF TIME	ORDER EXECUTION DATE (DEBIT OF THE CLIENT'S ACCOUNT WITH THE B BANK)
Outgoing international transfers and outgoing domestic transfers in foreign currencies (other than internal orders)	Day D up to 14:00	Day D
	Day D after 14:00	Day D+1
SEPA Transfer Orders and EuroExpress Transfer Orders (only orders submitted via the electronic banking systems mBank CompanyNet and BRESOK)	Day D up to 15:00	Day D
	Day D after 15:00	Day D+1
TYPE OF ORDER – INCOMING INTERNATIONAL PAYMENTS	CUT-OFF TIME	ORDER EXECUTION DATE (CREDIT OF THE CLIENT'S ACCOUNT WITH THE B BANK)
Incoming international transfers including incoming SEPA Transfer Orders cleared automatically	Day D – up to the end of the Bank's business day	Day D *
Incoming international transfers including incoming SEPA Transfer Orders cleared manually <i>* The Bank books orders in the Client's account on day D with the value date specified in the received incoming message. The Bank does not book orders with a date earlier than the order execution date.</i>	Day D up to 15:30	Day D *
	Day D after 15:30	Day D+1 *