



**AGREEMENT ON PAYMENT ACCOUNTS, REMOTE CHANNELS AND DEBIT CARD (hereinafter: the Agreement)**

The Agreement is made on: ..... in .....

by and between: Getin Noble Bank Spółka Akcyjna with its registered office at Rondo Ignacego Daszyńskiego 2 C, 00-843 Warsaw, hereinafter referred to as the **Bank**, and:

Surname:..... . Names: .....		
Personal ID No (PESEL) / Date of birth:.....	Citizenship:.....	Address of residence: .....
Resident:.....	Country of birth:.....	
Mobile phone:.....	E-mail:.....	Correspondence address: .....
Identity document:.....	Series and No:.....	
Mother's family name:.....	Validity date:.....	
Source of funds:.....		
Country of tax residence: .....	Tax ID No:.....	Main tax residence:.....

hereinafter referred to as the **Holder**, hereinafter jointly referred to as the **Parties**, reading as follows:

**§ 1 General Provisions**

“Terms and conditions of bank accounts, debit cards and electronic and telephone banking services provided by Getin Noble Bank S.A. to non-entrepreneur natural persons” (hereinafter: Terms and Conditions), which contain definitions of terms used in the Agreement, constitute an integral part hereof.

**§ 2 Maintenance of payment accounts**

1. The Bank undertakes to open and maintain the following payment account for the Holder:
  - a) savings and settlement account..... (hereinafter: ROR)

Payment account No:	.....	Interest rates	None	Currency:	PLN
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- b) Flexible Savings Account (hereinafter: EKO):

Payment account No:	.....	Interest rates	Variable	Currency:	PLN
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- c) “Skarbonka” savings account (hereinafter: KOS):

Payment account No:	.....	Interest rates	Variable	Currency:	PLN
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2. The Bank shall charge interest on the indebtedness amount in ROR which constitutes unauthorised balance, in the amount of 4 times the lombard rate of the National Bank of Poland, provided that the interest rate thus determined shall not exceed the maximum

default interest specified in Article 481 §2<sup>1</sup> of the Civil Code. The Bank shall charge interest from the date of occurrence the unauthorised balance until the date preceding its repayment.

3. The EKO/KOS interest rate is variable and specified in the Table of Interest Rates. The conditions for changing the EKO/KOS interest rate are set out in the Terms and Conditions. Interest shall be calculated from the date of receipt of the funds on EKO/KOS until the day preceding the disbursement and shall be added on a monthly basis, on the last day of the calendar month. Additional payment or disbursement of EKO/KOS funds in any amount shall be possible throughout the entire contractual term without loss of interest.
4. The Holder requests to receive statements for ROR/EKO/KOS as:..... E-mail information about the delivery of the statement in OB (YES/NO) Choosing the receipt of statements in paper form and their dispatch to the correspondence address as a method of making statements available involves the Bank charging a fee in the amount specified in the TOF&C, whereas the first statement in a month shall be free of charge for Holders who have not signed a Remote Channel agreement.
5. The Holder authorises the Bank to debit the ROR/EKO/KOS for fees and commissions due to the Bank (in accordance with the TOF&C) on their due dates, without the need to obtain prior consent of the Holder.
6. If two rates of fees for maintaining the account are applied, the amount of which depends on the volume of the Customer's assets purchased in or through the Bank or on the Customer's inflows (on terms specified in detail in the TOF&C), in order to fulfil the obligation to correctly charge the fee for maintaining the account, the Bank shall process data on the Customer's assets and inflows in respect of the Bank's products, as well as information received under agreements with Investment Fund Companies (Companies), management companies, Insurance Companies and Noble Securities S.A., concerning the Customer's investment products (Article 6 paragraph 1 point b of the GDPR).

### **§ 3 Debit card (hereinafter: the Card)**

1. The provisions concerning the Card shall apply if the Bank issues a payment card to the Holder.
2. The Holder may withdraw from the Agreement with respect to the Card within 14 days, provided that no Transactions using the Card have been executed. In such a case, the Bank may charge the Holder with the costs of issuing the payment card, equal to the fee for issuing a payment card indicated in the TOF&C.

- 3. The Holder undertakes to pay the liabilities resulting from Transactions carried out in connection with Card handling, together with fees and commissions due to the Bank, indicated in the TOF&C.
- 4. The Bank shall issue a type..... payment card to the ROR for:..... with the following parameters:  
 Data to be displayed on the Card:.....  
 Daily limit for cash transactions, including cross-border payment transactions using a debit card for cash payments: PLN.....;  
 Daily limit of cashless transactions, including cross-border payment transactions using a debit card for cashless payments: PLN.....

**§ 4 Remote Channels**

- 1. As part of Remote Channels, the User shall obtain access to Electronic Banking Services (hereinafter: EB), including: Online Telephone Banking (hereinafter OB), Mobile Banking (hereinafter MB) and Telephone Banking Services (hereinafter TB) within the scope of functionalities made available by the Bank and specified in the Announcement published on the Bank’s website.
- 2. If the Holder previously had access to Remote Channels, the provisions of the Agreement shall replace the current agreements on the use of Remote Channels, but shall not amend the current product agreements.
- 3. The Holder shall be identified in EB using:

Login:	.....	Password:	<b>Sent via SMS notification</b>
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- 4. The following declarations of will may be made in electronic form (provided that the Bank enables such a functionality) and the related documents shall be drawn up on computer data carriers (so-called equivalent written form):
  - a) representations of the Parties concerning banking activities<sup>[1]</sup> and representations of the Parties related to transactions in securities or other financial instruments<sup>[2]</sup>;
  - b) representations of the account Holder and Noble Securities S.A. concerning the brokerage account maintained under the Agreement on the provision of brokerage services within the scope of functionalities specified therein;
  - c) representations of the account Holder and entities with which the Bank has concluded an agency agreement concerning insurance contracts to the extent provided for in the general terms and conditions of insurance or in the terms and conditions of insurance under the group insurance contract.
- 5. The declarations of will referred to in paragraph 4 shall be submitted by the EB User using identification and authorisation data in accordance with the provisions of the Terms and Conditions.

6. The provisions of paragraphs 1-5 shall apply to declarations of will made between the Parties using electronic means of communication referred to in the Act on the provision of services by electronic means.

#### **§5. Final provisions**

1. The Agreement is concluded for an indefinite term. The term, termination procedure and the possibility of withdrawal from the Agreement by either Party, as well as the terms and conditions of amending the Agreement are specified in the Terms and Conditions.
2. Amendments to the Agreement may be made electronically via EB, if the Customer has consented to such a form of communication, and if the content of the Agreement conflicts with the Terms and Conditions, the provisions of the Agreement shall apply.
3. The Bank represents that prior to the conclusion of this Agreement, it provided the Holder with the following documents, at their request, to the specified e-mail address: Agreement template, Terms and Conditions, TOF&C, Fee Document, Announcement, Table of Interest Rates and Information Sheet for Depositors. In the absence of a request, the Bank provided the documents in paper form.
4. The Holder acknowledges the receipt of the documents referred to in item 3 above, including the Information Sheet for Depositors.

The information provided as part of compliance with the information obligation (arising from the personal data protection laws) was provided to you on a special form, together with this document.

**I consent** /  **I do not consent** to the Bank's direct marketing [3] via SMS and telephone.

**I consent** /  **I do not consent** to receiving commercial information [4] from the Bank via e-mail and in OB.

**I consent** /  **I do not consent** to my personal data being processed by the Bank for the purposes of presenting marketing offers of companies affiliated with the Bank and entities cooperating with the Bank [6], including those based on profiling, and for the purpose of sending commercial information [4] via:

- electronic means of communication, including e-mail  YES  NO

- telecommunication devices [3], including telephone  YES  NO

**I consent** /  **I do not consent** to the transfer of my personal data by the Bank: first name and surname, address for correspondence, telephone number, e-mail, Personal ID No (PESEL) and processing thereof by the companies from the Bank's capital group [5] and insurance companies with which the Bank has concluded group insurance contracts for the Bank's customers [6] in order for these entities to carry out direct

marketing via SMS and telephone [3] and to receiving commercial information [4] from them by e-mail and in OB.

With respect to tax residence and tax ID numbers:

- I undertake to update the submitted declaration within 30 days from the date of change of circumstances affecting the data.
- I am aware of the criminal liability for making a false statement.

I hereby confirm the accuracy of the personal data provided with my handwritten signature.

### **Information on contactless and offline payments**

**The Card requested by the Holder is equipped with the contactless payment functionality and enables authorised offline transactions. Offline transactions are made without a connection with the Bank, which means that they do not result in blocking of funds on the account and are not subject to daily transaction limits, and their settlement may result in exceeding the amount of funds available on the account. The Bank shall make it possible to block the contactless functionality at the Holder's request.**

***The Customer's signature constituting the specimen signature applicable at the Bank***

Personal ID No (PESEL) / Date of birth:.....	Name and surname:.....	.....
		stamp and signature of the Bank's employee

[1] Pursuant to Article 7 of the Law of 29 August 1997 — Banking Law

[2] Pursuant to Article 70 paragraph 2 in conjunction with Article 13 of the Act of 29 July 2005 on trading in financial instruments

[3] By means of automated calling systems and telecommunications terminal equipment in accordance with Article 172 of the Act of 16 July 2004 — Telecommunication Law

[4] Within the meaning of Article 2 item 2 of the Act of 18 July 2002 on the provision of services by electronic means

[5] Within the meaning of the Act on public offering, conditions governing the introduction of financial instruments to organised trading and public companies

[6] A list of these entities is available at [www.getinbank.pl](http://www.getinbank.pl) and at the Bank's branches