

**Framework agreement
for opening and maintaining a payment account, for a payment card and for accessing payment
services via the Partner app**

concluded between

Quicko limited liability company with a registered office at 49 Sienkiewicza Street, 42-600 Tarnowskie Góry Registered by the X Economic Department of the National Court Register of the District Court in Gliwice, KRS No. 0000350151 and NIP: 5213540295. Having the legal status of a National Payment Institution, UKNF Register: IP52/2021, hereinafter as: "**Quicko**"

and

User _Customer Data_, hereinafter referred to as:

"Customer" Collectively referred to as: "**Parties.**"

I. GENERAL PROVISIONS CONCERNING THE FRAMEWORK AGREEMENT

§ 1 Subject matter and conclusion of the Framework Agreement

1. On the terms and conditions set out in this Agreement (hereinafter: the "**Framework Agreement**"), Quicko shall make available and provide payment services to the Customer, including:
 - a) access to payment services via an application provided by the Affiliate (hereinafter the "**Affiliate Service**"),
 - a) opening and maintaining a payment account or payment accounts or currency accounts in the currency made available on the Partner Service (hereinafter: "**Account**"),
 - b) issuing and processing of payment cards.
1. The scope of payment services provided by Quicko to the Customer may be modified by the Parties during the term of the Framework Agreement, under the terms and conditions described herein and in the Quicko Service Terms and Conditions.
2. The Partner Service is made available by Mobilum Pay Sp. z.o.o. or by a third party with which Mobilum Pay Sp. z.o.o. cooperates. If the Customer accesses the services of Mobilum Pay Sp. z o.o. and Quicko via the mobile application of this third party, the Partner Service within the meaning of the Agreement is made available by this third party in cooperation with Mobilum Sp. z.o.o.
4. Mobilum Pay Sp. z o.o. is responsible for the operation of the Service provided by the third party with which Mobilum Pay Sp. z o.o. cooperates. Based on this Framework Agreement, Quicko may also provide the Customer with other products or services in accordance with the applicable Quicko offer available on the Partner's Service and on the Partner's website.
5. The Customer declares that it is acting as a consumer when entering into this Framework Agreement and that it is entering into this Framework Agreement for purposes that are not directly related to its commercial or professional activity.
6. The conclusion of the Framework Agreement is affected at the request of the Customer, submitted via the Partner Service.
7. The conclusion of the Framework Agreement is conditional on the prior positive verification of the Customer in the scope required by the anti-money laundering and anti-terrorist financing (AML) regulations - on the principles indicated in the Quicko Service Terms and Conditions. The verification takes place via the Partner Service.
8. Quicko informs the Customer of the result of the Customer's verification via Partner Service, via email or any other communication channel made available by Quicko and used by the Customer to apply for the conclusion of the Framework Agreement.
9. The date of conclusion of the Framework Contract is the date on which the Customer submits a declaration of intent to conclude the Framework Contract, i.e., the confirmation of this template of the Framework Contract by the Customer, which has previously been positively verified by Quicko. Confirmation of the template takes place by acceptance on the Partner Service.

1. The Framework Agreement is concluded for an indefinite period.

§ 2 Documents related to the Framework Agreement

1. Quicko has, prior to the conclusion of this Framework Agreement, provided the Client with the documents forming an integral part of this Framework Agreement, i.e. in electronic form, with the possibility of saving .pdf files to the Client's device:
 - a) Table of Fees and Commissions,
 - b) Quicko Service Regulations.
2. The Customer declares that, prior to the conclusion of the Framework Agreement, he/she has familiarised himself/herself with their provisions and accepts their contents and undertakes to comply with their provisions.
3. Quicko shall, prior to the conclusion of this Agreement, provide the Customer with a Fee Document containing information including explanations of the terms contained in the list of representative services referred to in Article 20a, Paragraph 1 and 2 of the Payment Services Act of 19 August 2011. Upon the Customer's request made during the term of the Agreement, Quicko shall make this document available to the Customer in paper form or on another durable medium.
4. Quicko shall inform the Customer of changes to the Framework Agreement, other agreements concluded with the Customer, the Table of Fees and Commissions and the Quicko Service Terms and Conditions via the Partner Site on a durable medium or in an e-mail sent to the Customer's e-mail address provided at the conclusion of the Framework Agreement (subject to subsequent changes) or in writing to the delivery address indicated by the Customer, in the manner and within the timeframes detailed in the Quicko Service Terms and Conditions, which the Customer hereby accepts.
5. Immediately after conclusion of the Framework Agreement, Quicko shall make the content of the Framework Agreement available to the Customer on a durable medium via the Partner's website or in an email via the email address provided when concluding the Framework Agreement.
1. All terms used in the Framework Agreement shall have the meaning given to them in the Quicko Service Regulations.

§ 3 Parties' declarations and other contractual provisions

1. With the conclusion of the Framework Agreement, the Parties conclude:
 - a) Agreement to access payment services via the Partner Service,
 - a) Agreement to open and maintain a payment account,
 - b) Payment card agreement.
1. After the conclusion of the Framework Agreement, the Customer has the option to change or select additional products or services provided by Quicko through the Partner Service, under the terms and conditions indicated in the Quicko Service Terms and Conditions.
2. Quicko shall be liable to the Customer for any damage incurred as a result of Quicko's non-performance or improper performance of its obligations under the Framework Agreement and other agreements concluded with the Customer, on the terms and conditions indicated in the Quicko Service Terms and Conditions.
3. The Customer shall have the right to lodge complaints and grievances regarding the services provided by Quicko in accordance with the rules set out in the Quicko Service Regulations.
1. The customer has the right to use out-of-court dispute resolution procedures, including:
 - a) before the Financial Ombudsman under the rules set out in the Act of 5 August 2015 on the Recognition of Complaints by Financial Market Operators and the Financial Ombudsman (see www.rf.gov.pl for details),
 - b) before the arbitration court operating at the Financial Supervision Authority (for details, see www.knf.gov.pl).
2. The competent supervisory authority for Quicko is the Financial Supervisory Commission.
4. The competent supervisory authority for Quicko in consumer protection matters is the President of the Office of Competition and Consumer Protection.
5. Any changes to the content of the Framework Agreement and other agreements concluded by the Parties, except as specifically set out in the Quicko Service Terms and Conditions or in the content of these agreements, shall require the form of an annex concluded: (i) electronically via the Partner Service or via an email sent to the

- Customer's email address provided at the conclusion of the Framework Agreement (as amended from time to time) or (ii) in writing.
6. The Customer undertakes to inform Quicko immediately of any change to the data indicated in this Framework Agreement, including address and contact details.
 7. In matters not regulated in the Framework Agreement and other agreements concluded by the Parties, the Quicko Service Regulations and the Table of Fees and Commissions, the relevant generally applicable legal provisions shall apply.
 8. The language of Quicko's relationship with the Customer is Polish or English (at the Customer's choice).
 9. The law applicable to the conclusion and performance of the Framework Agreement and other agreements concluded by the Parties shall be Polish law.
 10. The Court of General Jurisdiction shall have jurisdiction over disputes arising in connection with the performance of this Agreement.
 3. Quicko has the right to transfer (sell) receivables arising from the Framework Agreement to third parties.

§ 4. Fees and commissions

1. Quicko charges fees and commissions for the performance of activities arising from or related to the agreements concluded with the Customer, on the principles and in the amounts indicated in the Table of Fees and Commissions.
2. The Affiliate shall be entitled, in addition to the fees charged by Quicko in accordance with the Table of Fees and Commissions, to charge separate fees for the services provided by the Affiliate, based on a separate table of fees and commissions.
3. Quicko will collect the fees and commissions due from the Account on a non-cash basis, on the last day of the month (applicable to the fee for the operation of this account and other fees or commissions charged on a monthly basis) or on the date of execution of the instruction (in other cases).
4. The Customer irrevocably authorizes Quicko to debit the PLN Account and/or the Foreign Currency Account for commissions and fees due to Quicko on their due dates, without having to obtain the Customer's prior consent to debit the relevant Account.
5. Quicko reserves the right to make changes to the Table of Fees and Charges only in the situations indicated in this paragraph, in the manner indicated in the Quicko Terms of Service. Quicko may:
 - 1) proportionally increase the amount of the fee or commission specified in the Table of Fees and Charges during the term of the Master Agreement if:
 - a) the NBP reference rate will increase by at least 2% on an annual basis compared to the same period in the previous year,
 - b) there will be an increase in consumer prices and services of no less than 0.5 per cent compared to the previously announced increase in the corresponding (annual) period, determined based on the quarterly consumer price and service index published by the Central Statistical Office (CSO) (colloquially: inflation), with the proviso that Quicko may exercise its right to amend the Table of Fees and Charges at the latest within one month of the publication of the index on which such amendment is based and no more frequently than once per calendar quarter,
 - 2) reduce the amount of a fee or commission set out in the Table of Fees and Charges due to a change in competition in the financial services market,
 - 3) Introduce a new fee or commission to the Table of Fees and Commissions in respect of a new service or product or a new functionality of an existing service or product with the proviso that the Customer shall not be obliged to use such new service or product or new functionality of an existing service or product, that by default such new service, product or functionality shall be made inactive for the Customer (without obligation to pay any fee or commission) and that the Customer's failure to use such new service or product or new functionality of an existing service or product shall not limit the Customer's rights or increase the Customer's obligations under the Framework Agreement and other agreements entered into by the Parties,
- 1) Quicko reserves the right to make changes to the Table of Fees and Commissions.

§ 5 Withdrawal from and termination of the Framework Agreement

1. The Client has the right to withdraw from the Framework Contract without giving any reason for the withdrawal by submitting a declaration to that effect within 14 days from the conclusion of the Framework Contract. The Client may use the model declaration attached to the Framework Contract, which was issued to the Client prior to the conclusion of the Framework Contract, for this purpose.

2. Withdrawal from the Framework Agreement shall not incur any costs for the Customer, however, if the Customer has agreed to Quicko's commencement of services before the expiry of the withdrawal period referred to in § 5(1) above, Quicko may demand payment of the fees and commissions for the services actually provided, in accordance with the Table of Fees and Commissions.
3. The Customer has the right to terminate the Framework Agreement at any time by giving 1 months' notice. Written notice of termination of the Framework Agreement by the Customer shall be deemed to be effective upon delivery of the statement to this effect to Quicko.
4. If the termination of the Framework Agreement by the Customer occurs before the expiry of 6 months from the date of its conclusion, Quicko shall be entitled to charge a termination fee for the termination of the Framework Agreement in the amount indicated in the Quicko Service Regulations.
5. Quicko may terminate this Framework Agreement only for good cause, under the terms and conditions indicated in the Quicko Service Terms and Conditions, with 2 months' notice.
6. On the date of termination of the Framework Agreement the related agreements concluded by the Parties, including the agreement for opening and maintaining the payment account, the agreement for accessing payment services through the Partner Service and the payment card agreement, shall be terminated. Within 30 days from this date, the Client is obliged to collect the remaining funds on the PLN or FC Account or dispose of them in any other way and pay all outstanding fees and commissions.
7. The Framework Agreement shall expire upon the Client's death, unless a succession administration has been established in accordance with the Act of 5 July 2018 on Succession Administration of an Individual's Business and Other Facilitation of Business Succession. The disbursement of the Customer's funds shall take place in accordance with the terms and conditions indicated in the Quicko Service Regulations.

II. **AGREEMENT TO ACCESS PAYMENT SERVICES THROUGH A PARTNER SERVICE**

§ 6 General provisions

1. Quicko shall provide the Customer, on the terms and conditions set out in the Quicko Service Terms and Conditions, with access to the Partner Service, which shall enable the Customer to access the Accounts and Foreign Currency Accounts and to dispose of the funds held therein, as well as to access other services provided by Quicko on the basis of the agreements concluded with the Customer, the performance of which is carried out through the Partner Service, including the submission of statements related to the performance of the Framework Agreement and the agreements concluded pursuant thereto.
2. A detailed scope of the currently available functionalities of the Partner Service can be found on the Partner website.
 1. The minimum technical requirements necessary to use the Partner Site are indicated in the Quicko Service Terms and Conditions.
 2. Quicko reserves the right to carry out maintenance and modernisation work on the Partner Site, which may result in temporary unavailability of the services provided under this agreement.
 3. Quicko shall charge fees and commissions for the services provided to the Customer under this Agreement in accordance with the Table of Fees and Commissions.
 1. The Affiliate shall be entitled, in addition to the fees charged by Quicko in accordance with the Table of Fees and Commissions, to charge separate fees for the services provided by the Affiliate, based on a separate table of fees and commissions.
 4. The contract for access to payment services via the Partner Service is concluded for an indefinite period and comes into force on the date of activation of the service.
 5. Withdrawal from and termination by notice of the agreement for access to payment services via the Partner Site shall take place for the reasons and in the manner indicated in the Quicko Service Terms and Conditions and independently always with termination of the Framework Agreement.
 6. The termination of the agreement for accessing payment services via the Partner Site shall automatically terminate those agreements whose performance is only possible via the Partner Site - including the agreement for opening and maintaining a payment account and the payment card agreement.
 1. Quicko shall be entitled to transfer the rights and obligations arising from the Framework Agreement and other agreements concluded with the Customer under the Framework Agreement under the terms and conditions and in the manner provided for by the common law. The transfer of rights and obligations by Quicko shall not affect any of the Customer's rights and may not be carried out without fulfilling the legally required conditions and obtaining the legally required approvals.

§ 7 Use of the Partner Site

1. In order to use access to payment services via the Partner Website, the Customer must download and install the app on its device. The app is available on the Partner website.
2. The Customer accesses the Partner Site by means of an individual password and login, provided by means of an email address and telephone number.
 1. Activation of access to the Partner Site takes place via the Customer's telephone number or e-mail address.
 2. Detailed rules for identifying the Customer and authorising instructions placed by the Customer on the Partner Site are set out in the Quicko Service Terms and Conditions. The receipt of the Customer's instruction is confirmed on the Partner Site.
 3. The customer undertakes to continuously check the correctness of instructions given via the Partner Service.
1. By means of the Quicko Partner Site or by e-mail sent to the Customer's e-mail address provided at the conclusion of the Framework Agreement (as amended from time to time) or in writing, the Parties may make declarations regarding the concluded Agreements, including conclusion of annexes to the Agreements, amendments to the Terms and Conditions and the Table of Fees and Commissions.
 2. The submission of declarations of intent by the Customer via the Partner Site will be authorized by entering the Customer's login and password and a code sent by email or SMS to the Customer's telephone number provided at the conclusion of the Framework Agreement.
 3. The parties agree that Quicko's communication and correspondence to the Customer relating to the Framework Agreement and other agreements concluded with the Customer shall be effected via the Partner Site or by e-mail sent to the Customer's e-mail address stated at the conclusion of the Framework Agreement (as amended from time to time) or in writing to the delivery address indicated by the Customer, unless the provisions of these agreements or generally applicable laws prescribe that correspondence be delivered in another manner.
4. Quicko executes payment orders and transactions submitted by the Customer via the Partner Service on the terms and in the manner described in the Quicko Service Terms and Conditions.
 1. The deadlines for receipt and execution of payment orders and transactions are set out in the Quicko Service Regulations.

§ 8 Safety rules for using the Partner Site

1. The Customer is obliged to comply with the safety rules related to the use of the Partner's Service as detailed in the Quicko Service Terms and Conditions.
2. The Customer is obliged to keep the Partner's service credentials, including login and password, confidential from third parties, and the Customer shall be liable for any consequences arising from failure to do so.
3. The Customer is obliged to secure the devices (e.g. computer, mobile phone, mobile device) used to access the Partner's Service and is obliged to protect them from malware or unauthorized access.
4. Quicko reserves the right to temporarily suspend the Customer's access to Quicko services on the Partner Site for security reasons in the event of a reasonable suspicion of unauthorized (including unauthorized) use of the Partner Site.

III.

AGREEMENT FOR OPENING AND MAINTAINING A PAYMENT ACCOUNT

§ 9 Subject matter and duration of the contract

1. Quicko undertakes to open and maintain a Settlement Account for the Customer.
2. Immediately after the conclusion of this Agreement, Quicko will inform the Customer via the Partner Service of the Account currency selected by the Customer.
3. Quicko undertakes, within the framework of this Agreement, to store the Customer's funds collected in the Accounts and to carry out the Customer's instructions, within the scope of the services made available on the Partner's Service, on the terms and conditions indicated in Quicko's service regulations. Quicko shall provide the following services to the Customer:
 - a) deposit of funds into the Account,
 - b) withdrawal of funds from the Account,
 - c) issuing a payment card for the Account,
 - d) enabling the execution of Transactions using the Virtual Card or the Quicko Card linked to the Account.

4. Up-to-date information on the services provided by Quicko in connection with the opening and maintenance of the Account is available on the Partner Service and on the Partner website.
1. Funds held in the Accounts are non-interest bearing.
2. The accounts are kept as individual accounts.
3. The Customer shall dispose of the funds in the Accounts up to the amount of available funds.
4. The Customer accesses the Accounts via the Partner Service.
5. Instructions to carry out operations on the Accounts by means of the Partner Service are given by the Customer in accordance with the rules indicated in the Quicko Service Terms and Conditions.
6. Quicko shall execute payment transactions at the times and in accordance with the rules set out in the Quicko Services Terms and Conditions. Quicko shall be liable for the non-performance or improper performance of the payment transaction in accordance with the principles set out in the Quicko Services Terms and Conditions.
7. Quicko shall charge fees and commissions for the services provided to the Customer under this Agreement in accordance with the Table of Fees and Commissions.
8. The Affiliate shall be entitled, in addition to the fees charged by Quicko in accordance with the Table of Fees and Commissions, to charge separate fees for the services provided by the Affiliate, based on a separate table of fees and commissions.
1. The contract for opening and maintaining a payment account is concluded for an indefinite period.
2. The Customer has the right to withdraw from the Agreement for the opening and maintenance of a payment account without stating any reason for the withdrawal by submitting an appropriate declaration within 14 days of the conclusion of this Agreement. For this purpose, the Customer may use the model declaration attached to the Framework Agreement, which was delivered to the Customer prior to its conclusion.
3. Withdrawal from the Agreement for the opening and maintenance of a payment account shall not entail any costs for the Customer, however, in the event that the Customer has agreed to the commencement of services by Quicko prior to the expiry of the deadline for withdrawal from this Agreement referred to in § 9(14) above, Quicko may demand payment of fees and commissions for the services actually provided, in accordance with the Table of Fees and Commissions.
4. Termination by notice of the agreement to open and operate a payment account occurs for the reasons and in the manner indicated in the Quicko Service Regulations and independently always together with termination by notice of the Master Agreement.

§ 10 Statement of Account

1. Quicko shall draw up and make available to the Customer on the Partner Site once a month at the Customer's request an Account Statement showing the current balance by the 30th of each month (in the case of months with less than 30 days, by the last day of that month).
1. At the Customer's request, Quicko shall also provide the Customer with a Statement of Account.
 - a) by e-mail to the e-mail address indicated by the Customer (free of charge),
 - a) by ordinary mail to the correspondence address indicated by the Customer (the first application within a given Contract Year is free of charge, subsequent applications are charged in accordance with the Table of Fees and Commissions).
2. The rules concerning the preparation of the Statement and its content are set out in the Quicko Service Regulations.

IV.

PAYMENT CARD AGREEMENT

§ 11 Subject matter of the payment card agreement

1. Quicko shall issue a payment card (hereinafter: "**Card**") to the Account at the Customer's request.
1. The application for the Card is submitted by the Customer at the conclusion of the Framework Agreement or during its term, by submitting an instruction at the Partner Service. The conclusion of the payment card agreement is conditional on positive verification of the Customer under the terms and conditions indicated in the Quicko Service Terms and Conditions.
2. Detailed rules on the issuance and handling of the Card, including the manner and timing of its delivery and activation by the Customer, the ordering and settlement of transactions, and the types and functionalities of individual Cards are set out in the Quicko Service Regulations.
3. If the Card is ordered in physical form, the Card will be forwarded to the Customer at the indicated mailing address.

4. When the physical card is activated, a PIN known to the customer as the code for the application will be assigned to it.
5. Changing the individual PIN code is possible via the Partner Service.
6. The daily limits for Card transactions are defined in the Quicko Service Terms and Conditions. The Customer has the possibility of changing the limits from the Partner Service level.
7. Quicko shall charge fees and commissions for the services provided to the Customer under this agreement in accordance with the Table of Fees and Commissions.
8. The contract is concluded for an indefinite period, with the exception of the contract for the issuance of a non-renewable payment card, which is concluded for a fixed period of time until the last day of validity of the Card (the last day of the month indicated on the card).
9. The Customer shall receive a statement of Card operations within the Statement of Account, in accordance with the rules set out in § 10 and the Quicko Service Regulations.
10. The Customer may withdraw from this Agreement insofar as it covers the issuance of a Card within 14 days from the date on which he or she first received a Card under this Agreement if he or she has not carried out any payment transaction using that Card. In this case, Quicko shall reimburse the Customer for the fees incurred and may charge you for the costs associated with the issuance of the Payment Card to the extent provided for in the Quicko Services Terms and Conditions.
11. Termination by notice of the payment card agreement shall take place for the reasons and in the manner indicated in the Quicko Service Terms and Conditions and independently always together with termination by notice of the Master Agreement.

§12 Liability and security rules related to the use of the Card

1. Quicko shall be liable for any damage resulting from an unauthorised, non-executed or improperly executed payment transaction using the Card in accordance with the rules set out in the Quicko Service Terms and Conditions.
1. Loss or destruction of the Card shall be reported by the Customer to Quicko immediately.
2. Quicko has the right to block or block the Card in the event of:
 - a) the occurrence of a legitimate reason related to the security of transactions carried out using the Card.
- including the possibility of third parties coming into possession of Card data,
 - a) suspected unauthorised use of the Card, including Card data,
 - b) suspicion of intentionally causing an unauthorised transaction,
 - b) in other cases, indicated in the Quicko Service Terms and Conditions.
3. The customer is obliged to:
 - a) store the Card and credentials in such a way that it cannot be lost or accidentally accessed,
 - a) not to disclose the Card and Card details to any other person, unless required to perform a Card transaction or to report a Card block,
 - a) use the Card for its intended purpose,
 - b) immediately report to Quicko the discovery of loss, theft, misappropriation of the Card or Card data, unauthorised use of the Card, unauthorised access to the Card.

Annex 1 - Model declaration of withdrawal from the Framework Agreement

Customer data

Name: _____

Residential address: _____

PESEL: _____

Addressee: Quicko sp. z o.o.

Sienkiewicza Street 49

42-600 Tarnowskie Góry

STATEMENT

of withdrawal from the Framework Agreement

I, the undersigned, hereby rescind the Framework Agreement for the opening and maintenance of a payment account, payment card and access to the payment application concluded with Quicko sp. z o.o. to the extent of (*please mark X for the selected option*):

- all contracts concluded under and pursuant to the Framework Agreement,
- Agreements for accessing payment services via the Partner Service,
- Contracts for opening and maintaining a payment account,
- Payment card contracts,

name, date

Customer information:

The customer has the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period expires 14 days after the conclusion of the contract. The declaration of withdrawal may be made on this template, which is only of a subsidiary nature. In order to comply with the withdrawal period, the Customer shall communicate to Quicko information concerning the exercise of the right of withdrawal before the expiry of the withdrawal period. In the event of withdrawal, the contract to the extent of which the withdrawal has taken place shall be deemed not to have been concluded.