

OVERDRAFT AGREEMENT



No. <agreement number>



signed on: <date of signing>



in: <city/town>

This agreement has been concluded by:

First name and surname: <Customer's first name> <Customer's surname>, PESEL: <Customer's PESEL>

Residence address: <country code> <street> <house number>/<flat number>, <post code> <city/town>, <country>

and

Credit Agricole Bank Polska Spółka Akcyjna (hereinafter: 'the bank') entered in the National Court Register - the Register of Business Undertakings, kept by the District Court for Wrocław-Fabryczna, 6th Commercial Division of the National Court Register, operating under the authorisation issued by Komisja Nadzoru Finansowego (Polish Financial Supervision Authority). Bank's details:

- ul. Legnicka 48 bud. C-D, 54-202 Wrocław,
- KRS No.: 0000039887,
- NIP (tax identification number): 657-008-22-74,
- share capital (paid up): <share capital> zł,
- e-mail: < Bank's e-mail address >, www.credit-agricole.pl



In this agreement:

- a) "you" (e.g. you, your) – means any person who has signed this agreement,
- b) "we" – means the bank.

The following documents are also part of this agreement:

- o General Terms and Conditions of Accounts for Individuals (hereinafter: 'General Terms & Conditions'). This is where the terms used in this agreement are explained,
- o Table of Fees and Charges for Accounts for Individuals (hereinafter: 'Table of Fees'),
- o Table of Interest Rates for Accounts for Individuals (hereinafter: 'Table of Interest Rates').

Terms and Conditions

1. We have granted you an overdraft facility on your current account.
2. You can use it when you do not have enough money in your account. Other people holding mandates to your account can use the overdraft, too.
3. Your overdraft limit is renewable. It will be renewed each time up to the amount to which we have agreed. This means you can use it as long as you make your repayments. How much you can borrow on overdraft depends on how much you have repaid. Terms of the overdraft:

Main account

<main account number>

the account with the overdraft

Overdraft limit amount

<overdraft limit amount> zł

a total amount you can borrow using your overdraft

How the overdraft amount will be made available to you

the overdraft amount will be added to the available balance in your main account

The day when the overdraft limit will be made available to you

the day when this agreement is concluded

Minimum payment

<minimum monthly payment required> zł
the amount you have agreed to be paid into your main account each month

Term of the agreement

from <starting date, which is the date of conclusion>
to <end date, which is the date of conclusion plus one year>

Overdraft arrangement fee

<fee> zł / year

the fee will be charged on the day when this agreement is concluded

Interest rate for the overdraft and contractual interest

we apply a fixed interest rate of <interest rate>% per annum.
This interest rate will be used as a basis for calculating the contractual interest. We charge interest for overdrawn balance in each monthly settlement period on the day when the account statement is generated.

Grace period

If you are overdrawn for a specified number of days, and not longer than that, we will not charge contractual interest for this period.

However, if you are overdrawn beyond the grace period, we will charge contractual interest for all days when you were using the overdraft facility.

<number of days>

days in each settlement period.

You can enjoy the grace period until <date>

4. There is a cap on interest arising from Article 359 of the Civil Code. Contractual interest applying to this overdraft facility may not be higher than that cap.
5. If the cap is reduced and the interest rate applying to this overdraft turns out to be higher than the reduced cap, we will lower the interest rate in such a way that it will correspond to the reduced cap. If the cap on interest is raised again later on, the interest rate for this overdraft will be increased in such a way that it will correspond to:
 - a) the interest rate set in this agreement – if the new cap on interest is at least equal to that interest rate,
 - b) the new cap on interest – if the new cap is lower than the interest rate set out in this agreement.

If the interest rate set out in your agreement is 8%, and the cap on interest is reduced to 7.2%, we will lower your interest rate to 7.2%. If the cap on interest is then raised to 8.0%, we will raise your interest rate to 8%.

Przykład

If the interest rate set out in your agreement is 8%, and the cap on interest is increased to 8.2%, we will not change your interest rate.

6. Each time we will let you know about such changes in the interest rate in writing or on another durable carrier.
7. You can find the currently applicable interest rate for the overdraft in CA24 eBank, CA24 Mobile and on the statement.

Costs

8. The actual costs of your overdraft will vary, depending on the way you will be using the facility. This is why we are unable to tell the cost precisely as at the date when this agreement is signed.
9. Below you will find example costs and the annual percentage rate as at the date of this agreement. For this purpose, we have assumed that:
 - a) one year has 365 days,
 - b) the result of our calculation is rounded down to two decimal places,
 - c) the agreement will be valid throughout its entire term,
 - d) the interest rate applicable to this agreement will not change throughout its term,
 - e) monthly account maintenance fee is 0 zł,



The actual account maintenance fee depends on whether you meet the conditions set out in our table of fees.

- f) you have used your overdraft limit in full at once,
- g) you will repay the overdrawn balance and interest (debt) on the last day of the agreement.

10. Example costs:

total cost of overdraft

<total cost of overdraft> zł

including:

- o contractual interest

<the amount of interest on balance
overdrawn up to the limit> zł

- o overdraft arrangement fee

<Fee amount – aggregated for the whole
period> zł

total amount to repay

<total amount to repay> zł

(total amount of overdraft + total cost of overdraft)

annual percentage rate (APR)

<APR>%

Monthly payments into your account and the rules of repayment

11. Each month you need to ensure that your account is credited with a specified minimum amount of money.
12. If you are late with such minimum payment into your account, we might remind you about your obligation, sending you a free text message.
13. The overdrawn balance is repaid in the following order each time a payment is made into the main account:
 - a) penalty interest,
 - b) contractual interest,
 - c) fees and charges,
 - d) unarranged overdraft,
 - e) overdrawn balance.
14. You can repay the overdrawn balance in full or in part any time you want. To do so, make sure that your main account is credited with an adequate payment. You will then be able to borrow on your overdraft as much as you have repaid.

Renewing the agreement

19. Your agreement will be renewed every year for another 12 months.
20. We will remind you about it not later than 21 days before the renewal date.
21. The renewed agreement will feature the interest rate applicable on the date of the renewal. You will find that interest rate in our table of interest rates. Your overdraft facility will be renewed for a fee specified in our table of fees.
22. We might not renew your agreement if:
 - a) your account is not credited with minimum payments three times in a row, even if you have not been using the overdraft,
 - b) you lose your creditworthiness.We will let you know about it in writing or on another durable carrier. We will do it not later than 21 days before the expiry date of the agreement.
23. If you do not wish your agreement to be renewed, let us know about it:
 - a) in a bank branch – not later than on the last working day before the expiry date of the agreement,
 - b) by letter or using the form on our website – not later than 21 days before the expiry date of the agreement.
24. If the agreement is not renewed, you will have to repay the entire debt on or before the date of expiry of the agreement.

Preventing access to overdraft facility

25. If your account is not credited with at least one minimum payment, we may refuse to let you access the remaining portion of your overdraft limit. We will let you know about it immediately by phone, text message or in another way, as agreed.
26. If we prevent you from using the overdraft limit, we will keep on charging interest on the overdrawn balance.
27. If your account is credited with the minimum payment, you will be able to keep on using your overdraft limit from another settlement period onwards.

Agreement cancellation

28. You may cancel this agreement within 14 days of the date when it was concluded.
29. If you cancel the agreement, we will treat it as if it has never been signed.
30. To cancel the agreement, you must file the cancellation declaration.
31. Your cancellation declaration may be:
 - a) sent by letter to our address,
 - b) filed in one of our branches.
 - c) You can find an example of such a declaration in Appendix 1 to this agreement.



You sign the agreement on 1 April. If you want to cancel it, you need to do it on or before 15 April.

If you wish to cancel the agreement by letter, do it on or before 15 April. This way you will be able to satisfy the notification period requirement.

32. If you cancel the agreement, you must repay the overdrawn balance and interest within 30 days.
33. The information about the interest you will have to pay is available via our CA24 Infoline and in our branches.



You can use the following formula to calculate the amount of interest on the overdrawn balance:

(daily interest rate) x (overdrawn balance amount) x (number of days).

Assume that:

- a) *daily interest rate: <daily interest rate>%,*
- b) *number of days: the number of days when you have been using the overdraft (until the day of full repayment),*
- c) *overdrawn balance amount.*

If you use the overdraft limit in full, the amount of interest per day will be: <daily interest amount> zł.

34. If you do not repay the overdrawn balance and interest within 30 days from the day when you have cancelled the agreement, we will start charging penalty interest on the overdrawn balance. We will be charging it for each day starting from the 31st day until the date of repayment. The daily penalty interest rate is <daily penalty interest rate>%.
35. If you do not repay the overdrawn balance and the interest, we might refer the case to court and then to a court enforcement officer. Then you might have to cover court and debt enforcement costs as set out in legal regulations. They are shown in our table of fees.

Terminating the agreement

36. If you wish to give up your overdraft facility, you need to terminate this agreement. You can do it by filing a notice of termination:
 - a) in writing, at one of our branches,
 - b) by letter, sending it to our address,
 - c) in another way, as agreed.
37. At that moment the monthly notice period will begin, and when it ends, we will terminate the agreement.
43. We can terminate this agreement in writing only for important reasons:

Reason for termination	Notice period and manner of termination
a) your account is not credited with minimum payments three times in a row, even if you have not used the overdraft facility during that time,	in writing, on 2 months' notice
b) you have lost your creditworthiness,	in writing, on 2 months' notice
c) you have given us untrue or incomplete data or concealed the true data, or you have shown us fake documents, which may have impacted the conditions on which we have concluded and performed this agreement,	in writing, with immediate effect
d) you have lost full capacity to enter into legal transactions,	in writing, on 2 months' notice
e) you are using the overdraft to finance your business or farming activity,	in writing, on 2 months' notice
f) the provider of the IT system that we use to administer your overdraft facility decides to maintain it no longer, and for this reason we will not be able to perform this agreement anymore,	in writing, on 2 months' notice
g) we suspect that you use the overdraft facility to carry out or conceal criminal activities, including those involving money laundering or terrorism financing,	in writing, with immediate effect
h) we need to terminate your agreement for the account to which this overdraft facility is linked,	in writing, subject to the notice period applied to the account agreement,
i) your stay in Poland or in the territory of another EU member state is illegal.	in writing, on 2 months' notice



You may use the overdraft facility until the last day of the notice period.

44. The overdrawn balance and the interest (debt) must be repaid:
- immediately, if the agreement is terminated with the immediate effect,
 - until the last day of the notice period in other cases.
45. If you do not repay the overdrawn balance and the interest, we might refer the case to court and then to a court enforcement officer. Then you might have to cover court and debt enforcement costs as set out in legal regulations.

Delays in repayment and penalty interest after the termination/expiry of the agreement

46. If you are late in paying your debt, we can send you a free text message with information about your arrears.
47. If you are late with such a payment for more than 3 days, we might contact you. We will establish the reason behind the delay, the amount to be repaid, and the repayment deadline. We will do it at our expense as shown below:

Order	Minimum debt amount	Form of contact	How often	Amount and date for repayment
1	10 zł	phone	not more often than once every 10 days	we'll agree it with you during the phone call
2	10 zł	letter (if we are unable to reach you over the phone)	not more often than once every 20 days	we'll set them out in the letter; the deadline will not be shorter than 14 days

3	100 zł	a visit from our representative	not more often than once a month	we'll agree it with you during the visit
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48. If you do not keep our arrangements, we will contact you again.
49. If you are late in repaying the overdrawn balance or go into an unarranged overdraft, we will be charging penalty interest from the following day onwards.
50. Penalty interest will be charged at a variable interest rate. It is equal to the cap on interest for a delay as set out in Article 481 of the Civil Code. Penalty interest as at <print date> is <penalty interest rate> per annum. If the cap on interest for a delay is changed, we will also change the penalty interest rate. This may have an impact on the amount of your debt.
51. The current penalty interest rate is available on our website and via our CA24 Infoline.

How will we get in touch with you?

52. We may contact you:
- via CA24 Mobile and CA24 Mobile if you sign the CA24 agreement,
 - by e-mail if you give us your e-mail address,
 - using voicemail or text message that will be sent to your phone number or mobile device (e.g. phone),
 - via videoconferencing using a secure messenger,
 - by traditional mail. Letters will be sent to your address for correspondence.

Final provisions

53. You will be able to find information about your overdraft facility on the account statement. It will be also available via our CA24 services and at our branches.
54. In order to change the terms of this agreement, we will need to sign an amendment with you.
55. We will contact you in Polish. We act in accordance with the Polish law.
56. To get in touch with you, we will use personal data and contact details that you have provided to us:
- in a separate document (Customer Data Sheet),
 - via CA24 services, where the bank makes it possible to modify personal data.
57. If your personal data or contact details change, let us know about it as soon as possible.
58. You can file complaints as set out in the general terms and conditions.
59. You can seek out-of-court settlement of consumer disputes.
60. The rules of conduct can be found on the websites of the relevant institutions.

Institution	Website
Banking Arbitrator	https://zbp.pl/dla-klientow/arbitrer-bankowy
Arbitration Court at the Polish Financial Supervision Authority	https://knf.gov.pl/dla_konsumenta/sad_polubowny
Financial Ombudsman	https://rf.gov.pl
County or Municipal Consumer Ombudsman	contact details are available on city, town and county websites
European Online Dispute Resolution (ODR) platform (only for agreements concluded online)	https://ec.europa.eu/consumers/odr/

61. You can file a claim against the bank with the regional or district court competent for:
- the bank's registered office, or
 - the place of residence or the registered office of the customer, if the case arises from the banking activity,
 - the place of agreement performance. This applies when a given case is connected with the agreement, including such aspects as the conclusion, the text, and the amendments to it, or determining whether it actually existed or not, as well as performance, termination or invalidity of this agreement as well as compensation for failure to perform it or failure to perform it in an adequate manner. We may:

- d) disclose information about your obligations arising from this agreement to financial institutions being banks' subsidiaries. We will do it via Biuro Informacji Kredytowej S.A., or
- e) provide information about you or your obligations to business information bureaus. We will do that if:
 - o the obligation has arisen from this agreement,
 - o the total amount of your payable obligations is at least 200 zł and you have not been repaying them for at least 30 days,
 - o at least one month has passed since we sent you a call for payment by registered mail or delivered it to your address for correspondence. If you have not given us any address for correspondence, we will send it to your residence address. The call will contain information about your data being transferred to the bureau. We will provide you with the bureau's name and address,
 - o the claim is not time-barred.



The claim will become time-barred after 6 years from the end of the year in which:

a) the obligation became due or

b) a claim was identified based on:

- o a valid decision of a court, arbitration court or another authority competent for the examination of such cases,
- o a settlement agreement concluded before court or arbitration court,
- o a settlement agreement concluded before a mediator and approved by court.

62. We are supervised by Komisja Nadzoru Finansowego (Polish Financial Supervision Authority), and, regarding consumer matters, by the Office for Competition and Consumer Protection.
63. The authorities supervising our operations are:
- a) Komisja Nadzoru Finansowego (Polish Financial Supervision Authority),
 - b) Rzecznik Finansowy (Financial Ombudsman),
 - c) Generalny Inspektor Informacji Finansowej (General Inspector for Financial Information),
 - d) Prezes Urzędu Ochrony Konkurencji i Konsumentów (President of the Office of Competition and Consumer Protection),
 - e) Prezes Urzędu Ochrony Danych Osobowych (President of the Office of Personal Data Protection).

Your declarations

64. You declare that:
- a) we have given you the information form concerning the consumer loan on a durable carrier,
 - b) we have let you know that you can receive a draft agreement free of charge,
 - c) you have valid: general terms and conditions, table of fees and table of interest rates,
 - d) we have clarified your doubts before concluding the agreement.
65. You agree that we will be processing your personal data when the obligations arising from this agreement expire. We will also process the information that constitutes banking secrecy. We will do it to be able to assess your creditworthiness and analyse credit risk. You can cancel your consent at any time.
- ☐ YES
 ☐ NO
66. You agree that Biuro Informacji Kredytowej (BIK) may process and disclose your data for 5 years after the expiry of the obligations arising from the agreement. BIK will do it to be able to assess your creditworthiness and analyse credit risk. This also applies to information items constituting the banking secrecy. You can cancel your consent at any time.
- ☐ YES
 ☐ NO

Appendices to the agreement

Appendix 1 – Agreement Cancellation Declaration Form

File a declaration if you wish to cancel the agreement. You can use the following form.

Overdraft Agreement Cancellation Declaration

Date

Name and surname

PESEL (personal identification

		number)
Declaration signing date	Your name and surname	Your PESEL

I hereby cancel the overdraft agreement concluded with Credit Agricole Bank Polska S.A., ul. Legnicka 48
bud. C-D, 54-202 Wrocław.

Agreement no. <agreement no.>

(sign only if you are cancelling the agreement)

Appendix 2 – Confirmation of Your Personal Details and Source of Income

You hereby authorise us to check if all information you have given us is true.

First name and surname: <first name and surname>, PESEL: <PESEL>, household no. <no.>.

Regime of separate/joint property: not applicable

Income type: <income type>

Income not lower than: <amount> zł (net)

Income, employment:

Source of income: <source of income>, from: <from - date> to: <to - date> Type of income: main

Income amount not lower than: <amount> zł (net)

Position: <position>, profession category: <profession category>

Employer:

<company details: name and address>, <NIP>

Income tax payment method: <payment method>

Household no. <household no.>

Number of household members (not including you): <number of dependants>

Regular monthly expenses: <total monthly expenses> zł

Credit card limits (total): <total card limits> zł

Overdraft limits (total): <total overdraft limits> zł

Monthly repayments (loans granted by banks and other entities) and other financial obligations (e.g. child support, pensions): <total obligations> zł

Total monthly credit repayments due to banks and other entities related to business or farming activity: <total loan instalments> zł

Total credit card limits related to business or farming activity: <total card limits> zł

Total credit limits related to business or farming activity: <total overdraft limits> zł

You confirm that the data provided is complete and true. You are giving it to us so that we can assess your creditworthiness and grant you the overdraft facility. You declare that:

- you do not work under a contract for a trial period,
- no termination period is running for your contract, your current employer is not subject to winding-up or bankruptcy procedure,
- you are not subject to consumer bankruptcy proceedings,
- we have informed you about the contents of Article 297 §1 of the Polish Penal Code and you are aware of criminal liability for submitting false or falsified documents or documents attesting untruths or unreliable written statements concerning circumstances relevant for our granting of the overdraft facility to you.

You declare that you will not use the overdraft facility to finance your business activity.

You declare that you will not use the overdraft facility to finance your farming activity.



your signature

signature for the bank

THANK YOU FOR USING OUR SERVICES

The Polish text of this agreement has been certified with the Plain Polish Certificate.

