Trading Terms and Conditions
for the @FAKTURA.24 Service of Česká spořitelna, a.s.

I. INITIAL PROVISIONS

1. Definition of scope

1.1. The Trading Terms and Conditions for the @FAKTURA.24 Service of Česká spořitelna, a.s. (hereinafter only as the "Terms and Conditions") regulate the rights and obligations of physical and legal entities (hereinafter only as the "Client") and Česká spořitelna, a.s. (hereinafter only as the "Bank") arising from the Contract on Providing the @FAKTURA.24 Service (hereinafter only as the "Contract").

1.2. The Terms and Conditions are subject to valid laws of the Czech Republic.

2. Definition of selected terms

The internet portal – one of the methods for accessing the @FAKTURA.24 service, through which the service can be used.

Security details – the Client's number and log-in password

An ERP system – the Client's accounting of information system

A client – an entity (physical entity – entrepreneur, legal entity) that has concluded a Contract on the @FAKTURA.24 Service with the Bank.

A client certificate – a data message issued for the User by the certifying authority under a special contract concluded between the User and the Bank for the purposes of identification and verification of the User's identity. The data message is stored on a smart card and is used for the User's identification when accessing the ČS internet portal.

The Prostějov Client Centre (hereinafter only as the PCC) – the Bank's facility providing support for the @FAKTURA.24 service over the phone.

A point of sale – the Bank's commercial centre or other organisational unit responsible for concluding and administering Contracts.

The sender – a Client who has concluded the Contract on providing the @FAKTURA.24 Service and is identified as the sender in the Procedure for the @FAKTURA.24 Service.

The Procedure for the @FAKTURA.24 Service (hereinafter only as the "Procedure") – a document forming an integral part of the documentation required for providing the service according to which authorisations and the method of electronic exchange of documents are defined.

The recipient – a Client who has concluded the Contract on providing the @FAKTURA.24 Service and is identified as the recipient in the Procedure for the @FAKTURA.24 Service.

The Bank Group – means all companies with an ownership share in the Bank exceeding 25 % of the Bank's registered capital. The Bank Group also includes all companies in which any of the companies referred to in the previous sentence has an ownership interest exceeding 25 % or the registered capital of the relevant company or holds more than 25 % of the voting rights if the relevant company has no registered capital. Furthermore, the Bank Group includes all companies in which the Bank has an ownership interest exceeding 25 % or the registered capital of the relevant company or holds more than 25 % of the voting rights if the relevant company has no registered capital.

A telephone banker – an employee of the Prostějov Client Centre who provides the specified extent of the Bank Group's services to Clients over the phone.

A user – a physical entity authorised to use the @FAKTURA.24 service by the Client in the Procedure for the @FAKTURA.24 Service if the service is used via the internet portal, or a physical entity defined by the Client directly in the Client's accounting system if the service is used via a direct connection to the accounting system.

<u>The User Manual</u> – a document describing the scope and method of using the @FAKTURA.24 service.

3. Use of the service

3.1. When using the @FAKTURA.24 service, the Client is obliged to adhere to the User Manual issued by the Bank for this service.

3.2. The Terms and Conditions do not replace any other Trading Terms and Conditions issued by the Bank or any of the Bank Group members in order to regulate legal relationships in connection with providing or the use of other products of the Bank or any of the Bank Group members. If any of the provisions of the Contract or the Terms and Conditions are contrary to provisions of other contracts concluded between the Client and the Bank or any of the Bank Group members, or valid terms and conditions applicable to accounts and products of the Bank or any of the Bank Group members, the provisions of the Contract and the Terms and Conditions take preference.

II. @FAKTURA.24 SERVICE

1. Scope of the service

1.1. By providing the @FAKTURA.24 service the Bank provides to the Client:
- Facilities for issuing, sending and receiving business documents in an electronic format;
- Administration of connection to the Client's accounting/ERP system;
- Support for the @FAKTURA.24 service provided over the phone and to the extent specified in the User Manual.

1.2. The Client defined in the Procedure as the Sender is authorised to generate electronic business documents, send the generated documents, import documents created outside the @FAKTURA.24 service to the system and send these to the Recipient.

1.3. The Client defined in the Procedure as the Recipient is authorised to receive business documents in an electronic format or export any received documents outside the @FAKTURA.24 service.

2. Method of providing the service

2.1. The @FAKTURA.24 service is provided to the Client via
- A direct connection to an accounting/ERP system – the Client can transfer sets of business documents between the Sender and the Recipient
- The internet portal of the @FAKTURA.24 service – the overview of operations (functionalities) available to the Client is included in the User Manual.

3. Establishing the service

3.1. The service is provided to Clients under a concluded Contract and Procedure.

3.2. The Procedure includes the parameters of the @FAKTURA.24 service relating especially to the method of accessing the service, the Client's entitlement to availability of the service and the scope of using the service. Furthermore, the Procedure identifies all Users using the service via the internet portal.

3.3. Establishing the service in the form of a direct connection to the Client's accounting/ERP system involves:

For the Sender role:

- Setting an interface for sending business documents in an electronic format (business documents can be sent in the selected data format in a structured form and using the communication protocol selected according to the Procedure).

  Furthermore, a Client in the Sender role can select in the Procedure:
- Mapping of the transferred document in the required data format;
- Creating an individual graphics format using the data usually contained in a transferred document.

  For the Recipient role:
- Setting an interface for receiving invoices in an electronic format (invoices can be received in the selected data format in a structured form and using the communication protocol selected according to the Procedure).

Those users who use the @FAKTURA.24 service via an accounting/ERP system according to the Client's selection in the Procedure and who are authorised to select partners (document Senders) via the internet portal for the @FAKTURA.24 service according to the Procedure access the service using Security Details. Users specified by the Client in the relevant part of the Procedure receive their Security Details once the Procedure has been signed or these are sent to them to the mailing address specified in the Procedure.

3.4. Establishing the @FAKTURA.24 service using an access through the internet portal includes:

- Providing access to the internet portal of the @FAKTURA.24 service;
- Active use of the @FAKTURA.24 service through the internet portal is conditional on the use of the Client Certificate, i.e. all Users authorised to use the @FAKTURA.24 service according to the Procedure must log in for the service using their Client Certificates.

3.5 Clients using the service through an accounting/ERP system can choose in the Procedure whether they require that the Bank identifies all transferred documents with an electronic mark as one of the tools for meeting the requirements for transferring accounting records. In the case of Clients using the service through the internet portal, the electronic mark is automatically attached to all transferred documents.

Clients acknowledge that the electronic mark is attached exclusively in order to meet the requirements for transfer of accounting records rather than guarantee that the contents of the relevant document are correct or that the transferred business document includes all formal particulars. The Bank is entitled to delegate attaching the electronic mark to transferred documents to a third party.

3.6 Clients using the service through an accounting/ERP system acknowledge that if they do not attach an electronic mark or a guaranteed electronic signature based on a qualified certificate in accordance with Act No. 227/2000 Coll., on an electronic signature, to the transferred documents or if they do not authorise the Bank to attach an electronic mark on their behalf, the Bank does not guarantee that the statutory conditions for transferring business documents (for example according to Act No. 563/1991 Coll., on accountancy, as amended) will be met.

III. USER

1. Establishing a user

1.1. Only physical entities may be users.

1.2. Users of the @FAKTURA.24 service accessing the service through the internet portal are defined in the Procedure and are entitled to use the @FAKTURA.24 service in the role of a User based on authorisation of more than one Client. Users are always required to access the @FAKTURA.24 service using the Client Certificate issued by the bank for the relevant User

under a concluded Contract on Higher Security once they have been specified in the Procedure by a Client as a User.

1.3. Users use the service according to the extent of the authorisation granted by the Client. When the service is used via the internet portal, regular Users and Users – administrators are distinguished according to their relevant authorisations. Any user may hold both types of authorisations at once and their scope is defined in the User Manual.

1.4. Users of the FAKTURA.24 service accessing the service through the Client's accounting system are specified by the Client directly in the accounting system environment without any cooperation with the Bank.

1.6. If a Client selects the accounting/ERP system as the method for accessing and using the @FAKTURA.24 service, the User specified by the Client in the Procedure as a person authorised to carry out selection of partners (Senders of documents) is obliged to use the Security Details to access the internet portal of the @FAKTURA.24 service. Access to the internet portal of the @FAKTURA.24 service using the Security Details only allows selection of partners (Senders of documents) from whom the Client wishes to receive documents. This selection can only be carried out via the internet portal of the @FAKTURA.24 service.

1.7. Clients are obliged to ensure that all Users authorised to access the @FAKTURA.24 service and use the @FAKTURA.24 service familiarise themselves with the Terms and Conditions and the User Manual and all rights and obligations arising from these and any additional documents central to the @FAKTURA.24 service and binding for the Client and the Bank, and abide by the above.

IV. FINAL PROVISIONS

1. Availability of the service

1.1. The Bank undertakes to provide the @FAKTURA.24 service 7 days a week and 24 hours a day.

1.2. The Bank reserves the right not to provide the @FAKTURA.24 service for limited periods of time in exceptional cases, in particular in situations caused by external factors beyond the Bank's control and during planned shutdowns.

1.3. The Bank will not be liable for any potential damage suffered by the Client in connection with temporary unavailability or failure of the service, provided that the Client was informed about this unavailability in advance or the unavailability or failure of the service was not caused by the Bank's actions.

2. Security, responsibility, risk of misuse

2.1. The Bank is obliged to take all measures for ensuring the security of all systems, processes and equipment ensuring the operation of the service on its side. However, the Bank is not responsible for any disclosure of the Security Details that occurred outside the Bank and will not be liable for potential damage suffered by the Client as a result of this disclosure.

2.2. The User is obliged to make sure that its Security Details for using the service are not disclosed to any third party. The User is obliged to protect the Security Details against loss, theft and misuse.

2.3. The service is provided using telephone and data lines that are not under the Bank's control. The Bank is therefore unable to secure these lines and cannot be held liable for any damage suffered by the Client in this context.

2.4. The Bank is not responsible for the Client meeting all statutory requirements in connection with the transferred documents (such as electronic tax invoices, accounting records, etc.) and is not obliged to or authorised to examine the factual and formal correctness of the transferred documents.

2.5. The Bank is not responsible for administrative services within the Client's accounting/ERP system and does not guarantee the functionality and availability of the @FAKTURA.24 service in the case of incompatibility or the equipment, software or components of the Client's accounting/ERP system, or if the @FAKTURA.24 service is operated contrary to the instructions included in the User Manual.

2.6. The Client is fully responsible for distributing the authorisation to use the @FAKTURA.24 service via its accounting/ERP system. If the @FAKTURA.24 service is used in accordance with the contractual conditions agreed in the Contract, Terms and Conditions, Procedure and User Manual, the Bank is not responsible for any damage suffered by the Client as a result of actions of persons using the @FAKTURA service through the Client's accounting/ERP system.

3. Claims and proof

3.1. If the Client finds a defect on the side of the Bank in providing the @FAKTURA.24 service that has a significant impact on the functionality and availability of the service, it is obliged to inform the Bank about this defect without delay.

3.2. The Bank is obliged to investigate the Client's claim immediately and inform the Client about a possible solution as soon as possible.

3.3. The Client agrees that all telephone calls between the Client and the Bank relating to providing the service may be recorded with the Bank's technical equipment and the recordings may be archived.

3.4. The Client and the Bank agree that the recordings may be used as evidence in solving claims or for protecting justified interests of the Bank or the Client in the case of proceedings before courts or administrative bodies.

4. Prices

4.1. The Client is obliged to pay the Bank prices for services provided by the Bank according to the List of Charges of Česká spořitelna, a.s. for banking transactions – commercial clientele (small and medium size firms and large companies and corporations) valid as of the date of performing a task subject to a charge.

4.2. Prices, with the exception of fees for establishing the service, are debited from the account specified in article II, paragraph 3 of the Contract on a monthly basis always for the previous month. Fees for establishing the service are an exception and are charged once at the time of establishing the @FAKTURA.24 service.

5. Termination of the contractual relationship

5.1. The Client and the Bank are entitled to terminate the validity of the Contract as of the agreed date by a written agreement concluded in any of the Bank's Points of Sale.

5.2. The Client is entitled to terminate the Contract at any time by a written notice of termination signed by the Client. If the notice of termination is not signed before an employee of the Bank, the Client's signature must be officially verified. In this case the Contract ceases to be effective as of the date specified in the relevant notice of termination (however, no sooner than the 10th day following the date of delivering the notice of termination to the other contractual party). If no date is specified in the notice of termination, the Contract ceases to be effective on the last day of the month following the month in which the notice of termination was delivered to the other contractual party.

5.3. The Bank is entitled to terminate the Contract by a written notice of termination sent to the Client to the address specified by the Client in the Contract. In this case the Contract ceases to be effective as of the date specified in the relevant notice of termination. However, no sooner than on the day or delivering the notice of termination, and if no termination date is specified in the notice of termination, the Contract ceases to be effective on the last day of the month following the month in which the notice of termination was delivered to the other contractual party.

5.4. The Client and the Bank have agreed that the Bank is entitled to discontinue providing the @FAKTURA.24 service and withdraw from the Contract with immediate effect if the Client or any of the Users breaches the Contract, Terms and Conditions or other binding standards regulating the mutual contractual relationship between the Bank and the Client.

5.5. The day of termination of providing the service by a notice of termination/agreement/immediate termination means the end of the business day (by 24:00) on which the Contract ceased to be effective.

6. Disclosing information about the Client

6.1. If the Client chooses to be identified as the Sender according to the definition of the direction of transferring business documents, the Client agrees that the Bank may state the Client's name and surname or business name and the address of the Client's registered office or place of business in the list necessary for selecting partners (Senders of documents) maintained in the @FAKTURA.24 internet portal and accessible exclusively to Users of the @FAKTURA.24 service.

7. Changes to the Terms and Conditions

7.1. The Bank reserves the right to change or modify these Terms and Conditions at any time in connection with the development in the legal environment and in view of its commercial policy.

7.2. The Bank is obliged to notify the Client of any changes or modification and the date of their effect in a suitable manner and at least one month prior to making these changes and publish the new or modified wording of the Terms and Conditions on the Bank's hope page (www.csas.cz). If the Client does not object to the proposed changes before their effective date, the relevant change will be considered accepted by the Client and will be effective for the Client as of the specified effective date.

8. Governing law, language versions

The legal relationships between the Client and the Bank under these Terms and Conditions are subject to the laws of the Czech Republic. If the Terms and Conditions, Contract and Procedure are made in other language versions in addition to their Czech versions or are made in a bilingual version, the Czech version will always take precedence.

9. Validity and effectiveness

This wording of the Terms and Conditions becomes valid and effective as of the 25th July 2007.