

# **GENERAL BUSINESS TERMS AND CONDITIONS OF Česká spořitelna, a.s.**

## **Business and Corporate Clients**

# CONTENTS

## GENERAL PART

1. Introductory Provisions	3
2. Rules of Conduct with the Bank	3
3. Rules of Mutual Communication	4
4. Change to the Business Terms and Conditions	5
5. Prices, Foreign Exchange Rates and Costs	6
6. Further General Conditions	6

## ACCOUNTS

7. General Account Rules	8
8. Basic Deposits and Minimum Balances	9
9. Account Overdraft	10

## PAYMENT CARDS

10. Payment Cards Issuance	11
11. Use of Payment Cards	12
12. Contactless Payment Instruments	12

## ELECTRONIC AND TELEPHONE BANKING

13. Fundamental Provisions on Electronic and Telephone Banking	13
14. Electronic and Telephone Banking Services User Security	14
15. SERVIS 24	15
16. BUSINESS 24	16

## PAYMENT SERVICES

17. General Rules for Payment Services	16
18. General Rules for Cash Transactions	17
19. General Rules for Non-Cash Transactions	17
20. Completion and Submission of a Payment Order	18
21. Security Limits for Execution of Payments and Withdrawals	18
22. Authorisation and Cancellation of a Payment Order	18
23. Execution of Payment Transactions	19
24. Procedure for the Non-Execution of a Payment Order	20
25. Resolution of Incorrect or Unauthorised Payment Transactions	21

## CONCLUDING PROVISIONS

26. Deposit Insurance	22
27. Effectiveness	23

# GENERAL PART

## GENERAL PART

### 1. INTRODUCTORY PROVISIONS

The General Business Terms and Conditions of Česká spořitelna, a.s., (hereinafter referred to as the “GBTCs”) apply to clients who are entrepreneurs or legal entities. The GBTCs regulate the fundamental rules which apply for the relationships arising between Česká spořitelna, a.s., (hereinafter referred to as the “Bank”) and its client (hereinafter referred to as the “Client”) on the basis of contracts for the provision of banking services. Besides these GBTCs, relationships from these contracts can also be governed by the Bank’s other general information and business terms and conditions regulating specific banking products (hereinafter referred to “Product Business Terms and Conditions”), or, as the case may be, by an announcement from the Bank. If such Product Business Terms and Conditions or announcement contains a provision different from these GBTCs, the provision of the Product Business Terms and Conditions or announcement shall prevail. Business clients are clients who are entrepreneurs or legal entities (including Clients from the public and non-profit sector), who are serviced by the Bank’s points of sale network. Other Clients – entrepreneurs and legal entities (including Clients from the public and non-profit sector) who are serviced by the Bank’s other points of sale – belong to the group of corporate clients.

### 2. RULES OF CONDUCT WITH THE BANK

#### 2.1 Client Identification

Prior to concluding a contract with the Bank, or later as requested by the Bank at any time, the Client must provide the Bank with all data necessary for properly identifying the Client and for proving the existence and identity of persons acting on its behalf, and, if required, provide further information and documents according to the Bank’s requirements specified in accordance with legal regulations. A Client who is a legal entity shall also provide its ownership structure and the ultimate beneficial owner pursuant to the Anti-Money Laundering (AML) Act. The Bank can, above all, request an extract from the public register, documents on the foundation of the legal entity and its capacity to acquire rights and undertake to perform obligations, the valid identity card of the Client or of the person acting on behalf of the Client, a second additional identity card/document or papers certifying authorisation for business, as well as proof of origin and sources of the funds or proof of the purpose and nature of the intended or executed transaction. The Bank can bind the provision of individual banking services or products upon the receipt of the documents and information it requests from the Client or persons acting on behalf of the Client, especially in connection with the fulfilment of some of the Bank’s obligations arising from general binding law. When concluding the contract, the Client acts on its account and, for a Client who is an entrepreneur, also acts as part its own business. If the Client acts on the account of a different person, it must always inform the Bank of such fact.

#### 2.2 Representation

The Client acts with the Bank either in person or a legal representative acts on the Client’s behalf. The legal representative must submit documents to the Bank certifying the existence of its authority to represent the Client. The Client can also deal with the Bank through a person granted with a power of attorney (“Proxy”). The power of attorney must be made in writing and must be sufficiently specific for assessment whether the Proxy is authorized to act on behalf of the Client in the respective matter. The signature thereon must be officially verified, unless made before a Bank employee. The cancellation or change of the scope of the authorisation becomes effective for the Bank as of the moment it credibly learns of such a change; this moment shall not arise prior to the day when a written announcement of the change or termination of the power of attorney was delivered to it by the Client. If there is doubt about the Proxy’s right to act on behalf of the Client or doubt about the scope of such right, the Bank shall be allowed to refuse such Proxy. The Client is obliged to familiarise its Proxy with all the terms and conditions under which the Proxy can act with regard to the Bank as the Client’s Proxy. The Bank is entitled to ask the Client’s Proxy for all information related to acting on behalf of the Client. The Client can grant a power of attorney on the Bank’s form. Powers of attorney granted otherwise than on the Bank’s form should be used only once.

#### 2.3 Specimen Signature

If a specimen signature is to be drawn up on the Bank’s form for a specific banking product, the Bank shall, in connection with submitting the relevant orders, verify the identity of the Client or its representative according to the specimen signature stated in the specimen signature form. If the signature in the instruction does not match the specimen signature or agreed manner of signing, or if the Bank has doubts about the authenticity of the signature, it can refuse to execute the instruction. The Bank shall follow the new specimen signature as of the next business day after its delivery. The Client shall protect the specimen signature against misuse by a third person.

## 2.4 Voice Biometry

The Client may agree with the Bank that within telephone communication the Bank shall verify the identity of the Client or its representative by technologies of voice recognition (voice biometry).

# 3. RULES OF MUTUAL COMMUNICATION

## 3.1 Means of Communication and Addresses

The Client and the Bank shall use mail or personal delivery for mutual communication, unless they agree to use different means of communication (telephone, fax, SWIFT, e-mail or different means of electronic data exchange). If the Client provides the Bank with its data to use other means of communication, the Bank is authorised to communicate with the Client through these means. If the Client agreed with the Bank on the services of electronic and telephone banking, the parties can communicate via the communication channels of electronic and telephone banking; the technical requirements for the Client's equipment for this communication are stated in the user guides for the relevant electronic and telephone banking service. If the Client does not disclose a different correspondence address, the Bank shall send announcements and documents in printed form to the address stated in the relevant contract. In case of need, the Bank can also use a different postal address of the Client which is known to it for delivering correspondence. The Client can sign documents using an electronic or biometric signature in cases where the Bank offers it this possibility or when it comes to such an agreement with the Bank. Signatures of persons acting on behalf of the Bank may be replaced in contracts and other documents by printed or mechanical means (e.g. scanned signature or stamp).

## 3.2 Announcement Confirmed in Writing

The Bank is authorised to request that any information or instruction not executed in writing be confirmed by the Client within the deadline stated by the Bank by delivery of a written confirmation to the Bank's point of sale handling the business case to which the announcement applies, unless the Bank states otherwise. If the Client does not execute this confirmation, the Bank can refuse to consider such information or execute such an instruction.

## 3.3 Recording and Archiving of Communications

The Client explicitly agrees that the Bank is authorised to keep records of any communications made between the Bank and the Client via available technical means and archive all such records, as well as copies of all information and documents which the Bank shall receive from the Client or third persons in connection with any bank transactions. The Client agrees with the Bank to make records of communications with the Client even without further prior warning that such a precaution is being taken.

## 3.4 Language of Communication

The Bank concludes a contract on bank transactions in Czech, unless it agrees with the Client on the conclusion of the contract in a different language. The parties shall communication in Czech unless the Client and Bank agree on communication in a different language.

## 3.5 Verification, Translation and Documents endorsed with the "Apostille" Clause

If the Client's signature or the signature of the person acting on behalf of the Client is not made before the Bank's employee, the Bank is authorised to request that the signature must be officially verified. The Bank may verify the signature also with the help of available specimen signature.

The Bank is authorised to request at its own discretion, that:

- a) A copy of any original document submitted by the Client to the Bank be officially certified;
- b) Documents issued or officially verified abroad be also endorsed with the "Apostille" clause in accordance with the Hague Convention Abolishing the Requirement of Legalisation for Public Foreign Documents or are superlegalised, unless an international treaty states otherwise;
- c) Documents in a language other than Czech be submitted together with their official Czech translation, in which case the Bank shall solely use the relevant official Czech translation, although it shall not investigate whether it corresponds with the original language version.

## 3.6 Reporting Duty

The Client shall immediately inform the Bank of any change to its name or surname, or change to its registered office and address; and if the Client is a legal entity, the Client shall also immediately inform the Bank of any change to its business name or name, registered office, persons authorised to act on its behalf or its beneficial owner. The Client shall also immediately inform the Bank of any change or termination of any power of attorney which it granted and which the Proxy could refer to with regard to the Bank. The Client shall also inform the Bank of any further facts important for its present or future ability to meet its obligations or which may have a different effect on the risks associated with the provision of banking services to the Client, above all the danger that it could become bankrupt, or any other extraordinary incident such as loss, theft or misuse of its official stamp, forms, data carriers or means of communication or their unauthorised use. The Client shall also inform the Bank of a change to its tax domicile. The reporting duty also applies to a change to data apparent from public sources.

### **3.7 Contents of Instructions and Announcements**

All instructions or announcements which the Client delivers to the Bank must be fully intelligible in terms of content, and must be unambiguous and complete. In the event of any lack of clarity, the Bank shall be authorised to demand confirmation of the content of such an instruction or announcement from the Client which may result in delay of its execution. In the case of a repeated (previous) instruction or announcement, as well as confirmation or change thereof, the order or announcement must be explicitly marked as such.

### **3.8 Active Cooperation**

The Client must always, without undue delay, learn the content of each message delivered by the Bank (including messages submitted via the electronic and telephone banking service). In the event of statements from bank accounts, statements from loan or card accounts, confirmations on payments, accepted or executed instructions and similar messages, the Client shall check the data contained in them for their accuracy and completeness, and immediately report any inconsistencies to the Bank. The Client shall also inform the Bank, without undue delay, that its regular bank statement or other similar periodical communication has not been delivered. If the Bank identifies that some information or confirmations delivered to the Client were incorrect, it shall inform the Client without undue delay.

### **3.9 Consequences of Return of the Bank's Letter**

If the delivery of the Bank's letter is frustrated, because the Client refuses its acceptance or collection or the Client does not inform the Bank about the change of its address, the third business day upon the letter dispatch will be considered as the delivery day (in case of sending abroad the fifteen business day is applicable).

### **3.10 Small Entrepreneur**

The Client who meets the criteria arising from the Payment System Act No. 284/2009 Coll. for small business entrepreneurs shall inform and document this fact with the Bank. Otherwise, the Bank shall not consider the Client a small business entrepreneur.

## **4. CHANGE TO THE BUSINESS TERMS AND CONDITIONS**

### **4.1 Change to the GBTCs**

If laws and other regulations or conditions on financial service markets change, or if there are changes to technologies or organisational processes, and taking into account the Bank's business policy, the Bank may amend these GBTCs, especially as regards the manner of concluding, amending and terminating contracts, communication rules, conditions of individual financial services, requirements for documenting authorisation to deal with the Bank and information obligations.

### **4.2 Announcement of a Change to the GBTCs**

The Client shall be notified by the Bank about any changes to the GBTCs at a personal meeting, by mail, by electronic banking or via a special website whose address the Bank shall communicate to the Client in due time. A Client who is a small business entrepreneur shall be informed by the Bank of any amendment to the GBTCs at least two months prior to their effectiveness and a Client who is not a small business entrepreneur shall be informed by the Bank at least one month before the effective date. If the Client does not reject a proposed change to the GBTCs in writing before the effective date of the amendment to the GBTCs, the new version shall become binding for both parties.

### **4.3 Termination of a Contract due to a Change to the GBTCs**

If the Client does not agree with the amendment to the GBTCs it shall be allowed to terminate a payment account contract, payment card contract or arrangements (including a credit card contract), electronic and telephone banking contract or arrangements and other payment services contract with immediate effect. A Client who is not a small business entrepreneur does not have to be informed by the Bank neither of the right to terminate a contract according to the previous sentence nor of the consequences of not rejecting a proposed change. The Client shall be allowed to terminate all further contracts (including an overdraft loan contract) to which the proposed change applies, with the exception of contracts stated in the following paragraph, in writing with a notice period of one month. The rights and obligations of such a terminated contract shall be governed by the existing version of the GBTCs until the expiry of the notice period.

According to the previous paragraph, the Client cannot terminate other loan contracts or similar contracts or a lump-sum deposit. If the Client does not agree with the proposed amendment to the GBTCs, in the event of a written rejection the rights and obligations arising from such a contract shall be further governed by the existing version of the GBTCs.

## 5. PRICES, FOREIGN EXCHANGE RATES AND COSTS

### 5.1 Prices and Interest Rates

The prices and interest rates are listed in the Bank's price list or are agreed in the relevant contract. Unless stated otherwise in the contract, the current interest rate stated in the Bank's valid price list shall always be used for the respective period. If the Client is in default of paying any monetary sum to the Bank, it shall pay default interest at the rate listed in the Bank's price list at the time of the default or at the statutory rate. Unless explicitly stated otherwise, the interest rate is stated as annual (p. a.). For the provided service the Bank shall charge the price listed in its price list valid at the time the service was provided. In the cases stated in the price list, the Bank can also require third-party charges as well as the price. The price list is available on the Bank's website and directly at the Bank's points of sale. The price list may be changed by the Bank in the same way as these GBTCs (i.e. according to Article 4.).

The Bank has the right to charge Clients that are not small business entrepreneurs also the prices for fulfilling obligations according to the Payment System Act No. 284/2009 Coll.

### 5.2 Foreign Exchange Rates

The Bank uses the Bank's exchange rate list to convert rates for foreign exchange transactions. It uses the "valuta" or (foreign currency) rate for cash transactions and the "deviza" (foreign exchange) rate for non-cash transactions. The Bank can unilaterally and without prior notice change currency rates according to the market trend even, as the case may be, several times in one day. The Bank shall always publish the exchange rate list for a certain time on its website and at its points of sale which provide foreign exchange transactions.

### 5.3 Costs

Besides the prices and other costs stated in the price list, the Bank shall be entitled to payment by the Client of further costs incurred by the Bank for reasons on the side of the Client (such as notary, court, administrative and other charges, costs of documentation, costs of legal services, services of experts and tax and economic advisors, translators and interpreters), including costs incurred by the Bank in connection with any breach of the Client's contractual or statutory obligations.

## 6. FURTHER GENERAL CONDITIONS

### 6.1 Bank's Liability

The Bank is liable to the Client for damage which it incurs as a consequence of the Bank's breach of obligations arising from the generally binding law or from the contract with the Client. However, the Bank is not liable for damage in the scope equivalent to the degree to which the Client has itself contributed to its origin. The Bank is also not liable for damage involving loss of the Client's profit or for damage which does not arise as a direct consequence of a breach of the Bank's obligation (subsequent damage), if the Client does not explicitly warn the Bank in advance of the danger of such damage. The Bank shall also not be liable for damage arising as a consequence of an unexpected trend on financial markets, failures in means of remote communication (e.g. defects in internet connection or software) and failure of any other technical means if the Bank was not at fault. The Bank shall also not be liable for damage caused to the Client as a consequence of the execution of an instruction which the Client itself gives to the Bank or in connection with acting in trust to the Client's other communication. The Client shall compensate the Bank for any damage, liability, raised claim or costs (including cost of legal aid) which the Bank suffers in connection with its acting based on the Client's instruction.

### 6.2 Exclusion of the Provisions of the Civil Code

In relation to the contracts between the Bank and Client which refer to these GBTCs, the following provisions of Act No. 89/2012 Coll., the Civil Code, shall not apply: the provision on the possibility of accepting an offer of a contract with an amendment or deviation (Section 1740 (3)); the provision on the validity of a confirmation which embodies the deviations from the actually agreed contents of the contract (Section 1757 (2) and (3)); and the provision on contracts concluded in an adhesive manner (Section 1799 and 1800).

### 6.3 Deferral of Banking Services

The Bank is authorised to postpone the execution of an instruction or provision of other banking services for a time that is necessary for verifying the data and facts stated in the instruction or in other documents and papers submitted to it in connection thereof by the Client and/or the person acting on the Client's behalf.

### 6.4 Off-set

The Bank is authorised at any time to off-set its due receivables from the Client, regardless of their currency and the legal relationship arising therefrom, against any of the Client's receivables from the Bank, due and undue, and including against the Client's receivables from accounts maintained by the Bank.

## 6.5 Bank's Clearing Authorisations

If the Client undertakes to execute a payment in favour of the Bank (e.g. loan repayment instalment, payment of a price) in connection with bank transactions or other contracts concluded between himself and the Bank, the Bank is authorised to settle such due payment against any of the Client's accounts and use the funds registered in such accounts to settle its due receivables from the Client. The Bank shall inform the Client of such a step.

## 6.6 Assignment of Contract Rights and Obligations

The Client is not authorised to transfer any of its rights or obligations arising from the contract with the Bank to a third party without the Bank's prior written consent. The Bank is authorised, without the prior written consent of the Client, to assign the banking services contract or transfer any of the Client's rights or obligations or assign the receivable from the contract with the Client to a company which is controlled by the same entity as the Bank or is controlled by the Bank, or to a bank or financial institution based in a European Union member state. If necessary for the purpose of observing the Bank's legal obligations or in cases where the Client is in default or otherwise breaches its obligations, the Bank is authorised, without the Client's prior consent, to transfer any of its rights or obligations from the contract or the contract itself to any third party, including provision of necessary information within offering of such transfer.

## 6.7 Tax Increases

All payments which the Client is obliged to execute based on these GBTCs or any contract between the Bank and Client in favour of the Bank in connection with any bank transaction must be free of any deduction of sums due to tax or other obligations, with the exception of cases where a subtraction or deduction is required from the Client based on the relevant legislation, including international double taxation avoidance treaties. In the event of the existence of such a requirement for subtraction or deduction of tax, the sum payable by the Client is increased so that after the required tax subtraction or deduction the Bank receives the net sum of the contracted value, i.e. with the exclusion of the effect of tax deductions.

## 6.8 Tax Deductions

Client that is a natural person declares that its tax domicile is the same as its citizenship and a Client that is a legal entity declares that its tax domicile is the same as the country of its registered office; this declaration of the Client shall be valid unless the Client evidences that its tax domicile is different. The Bank, as the taxpayer, makes tax deductions in accordance with the relevant legislation valid in the Czech Republic, with the exception of cases where the relevant international double taxation avoidance treaty states otherwise and the Client submits to the Bank proof of its tax domicile evidencing that the relevant international treaty applies to the Client. At the request of the Client to whom the international double taxation avoidance treaty applies and who submitted proof of its tax domicile, the Bank shall obtain confirmation of tax payment from the locally relevant Czech tax authority. The Bank is authorised, in connection with this, to request further documents from the Client to a reasonable extent.

## 6.9 Special Bank Authorisation

The Bank may refuse to execute an instruction or provide a requested service if all the terms and conditions that arise from a contract, including the GBTCs and Product Business Terms and Conditions or Bank's announcement, are not met, and also in cases where:

- a) The balance of funds in the account to which the instruction or service applies, after execution of the instruction or provision of the service, falls below the set minimum balance or exceeds the unpermitted debit;
- b) Due to the security of means of remote communication or payment instruments (e.g. payment card), especially due to suspected loss, theft, misuse or unauthorised use of the payment instrument, security instruments or data, identification or access elements;
- c) Due to a significant increase of the risk that the Client shall not be able to meet all its obligations to the Bank duly and promptly (e.g. if the Client is registered in the Central Loans Register as a Client with due, but not repaid, payables; if the Client is in default with the repayment of any loan product provided by the Bank etc.); or
- d) If legislation or rules of payment systems requires the Bank to do so.

It is for these reasons that the Bank may also block any payment instrument, communication channel or service agreed with the Client. The Bank shall inform the Client of such a step or its reasons before adopting such measures in accordance with this article. This does not apply if the provision of such information could thwart the purpose of such a step or be contrary to legislation. As soon as the reasons for restricting banking services cease, the Bank shall remove the restrictive measures, or provide the Client with a different payment instrument, security instruments or data.

## 6.10 Client's Consents

The Client consents that the Bank and members of the business group of which the Bank is a member (hereinafter referred to as the "Group") may provide to each other information about the Client, which are available to the Bank and to the members of the Group, including information having the nature of personal data or banking secrecy (hereinafter referred to as the "Client Information"). The Bank and the members of the Group may process and use the Client Information especially for the purposes of evaluating the Client's creditworthiness, ensuring and improving the quality of client care, sending business offerings and communications, and for the purposes of marketing and business analyses.

# ACCOUNTS

The Client consents that the Bank may provide Client Information to other financial institutions for the purposes of evaluating the Client's creditworthiness. The Client consents that the Bank may provide Client Information to persons, to which the Bank has transferred some of its activities requiring processing of Client Information. The Client consents that the Bank, the members of the Group and cooperating persons and business representatives may use and process Client Information in connection with offering products and services of the Bank, members of the Group and cooperating insurance companies and providers of financial or non-financial services.

## 6.11 Evaluation of Security

The Bank is authorised, at the Client's costs, to prepare or secure the preparation of a valuation (expertise value estimate) of an immovable asset for which a right of lien has been established to secure the Bank's receivables from bank transactions. For these purposes the Client shall provide the Bank and a third party making the valuation, with all the necessary cooperation, or secure the provision of such cooperation by another party providing the security and to pay all the Bank's costs and expenses arising in connection with the valuation. The Bank is authorised to prepare (secure the preparation of) the valuation in regular intervals set by the Bank's internal rules in accordance with the legislation regulating its business.

# ACCOUNTS

## 7. GENERAL ACCOUNT RULES

### 7.1 Opening and Maintaining an Account

The Bank opens and manages accounts in a currency agreed with the Client in the account contract. If no special restrictions are agreed, funds can be deposited in and withdrawn from the account in cash or in a non-cash transfer executed from or to the account. Further services related to the account may be agreed.

### 7.2 Handling of Account Funds

Only the Client, its legal representative or Proxy stated in the current specimen signature form may handle the funds in the account; the Bank may not accept the authorisation of a different person. The Bank is authorised to collect all prices from the account for services and other payments which were agreed and its due receivables from the Client which it off-set against the account balance. The Bank is also authorised to handle the funds in the account in connection with fulfilling the obligations stipulated by legislation or an effective and enforceable decision of a court, executor or state administrative authority, and in the case of un-cleared advised payments and when submitting a forged cheque or when a cheque is not paid by another bank.

### 7.3 Interest

The funds in the account are interest-bearing for the period from the date they are credited to the account (including that day) until the date they are deducted from the account (excluding that day), and, unless agreed otherwise, by the relevant current interest rate listed in the Bank's price list. Unless agreed otherwise, the Bank credits all interest which the Client is authorised to obtain in connection with the account to the account monthly. Interest is due the following business day after it is credited. If there is a debit balance in the account and if the possibility of an overdraft of the account has not been agreed, the Client shall also pay the Bank the interest at the current rate listed in the Bank's price list and the contractual fine listed in the Bank's price list. A debit balance can also appear in the account, for example, if the Bank clears the price against the Client's account, even if there are insufficient funds in the account.

The interest rates can be based on reference interest rates. The Bank can change the interest rate based on the reference interest rates unilaterally without a previous announcement. The Bank shall publish the changed interest rates in the price list without undue delay after such change.

Interest is paid on credit and debit balances in the account based on the actual number of days and a 360-day year or such other length of the year which is fixed for selected foreign currencies or which is usual for the relevant Bank service.

### 7.4 Account Statement

The Bank informs the Client of the balance of funds in the account and turnover for the agreed calendar period in the form of an account statement. If the Bank does not state in the account statement the turnover made at the close of the agreed period, it



shall state such turnover in the account statement for the next period and, when calculating the interest related to such turnovers, it shall use the data of when such turnovers actually occurred. The Bank can also state in the account statement additional important information, especially information about changes to its business terms, the price list etc. No account statement shall be issued for the period where there is no handling of the funds in the account or no interest is credited. The Bank shall not be obliged to produce a special account statement containing only information about the balance of funds in the account at the end of the calendar year. The Bank is also authorised to restrict or stop sending account statements in the event of the Client's death. At the Client's request and costs, the Bank shall issue duplicates of its available account statements.

The Client and Bank may arrange for provision of account statements by e-mail or through electronic banking services. The statements created before 1 January 2015 are stored in SERVIS 24 and BUSINESS 24 for 2 years, statements created after 1 January 2015 for 10 years. If a statement sent by mail to the agreed address returns as undeliverable, the Bank shall not be required to send the account statements by mail and can unilaterally change the agreed way of delivering statements so they can be accepted at the point of sale which maintains the account. In such a case, the Bank can charge a price for keeping the statement at the point of sale according to its price list. These statements shall be kept for a period of three months. The Bank uses the way of delivery agreed for the account statements for the duration of the account contract and also for the delivery of other Bank announcements, unless agreed otherwise.

### **7.5 Change and termination of the Account Contract**

The contract on payment account may be changed by the Bank in the same way as these GBTCs (i.e. according to Article 4.).

The Client is authorised to terminate an account contract in writing even without stating a reason. The notice period commences as of the date of delivery of the notice to the Bank and ends on the last day of the calendar month in which it was delivered.

The Bank is authorised to terminate an account contract in writing even without stating a reason. If the Client is a small business entrepreneur, the notice period commences as of the date of delivery of the notice to the Client and ends on the last day of the second calendar month following the month in which the notice was delivered to the Client. If the Client is not a small business entrepreneur, the notice period commences as of the date of delivery of the notice to the Client and ends on the last day of the calendar month in which the notice was delivered to the Client, or on the date stated in the Bank's notice.

The same rules shall apply for termination of services provided in connection with the account.

### **7.6 Consequences of the Client's Death**

In the event of the Client's death, the account contract shall not cease to exist; the Bank shall continue to execute transactions based on orders which were submitted before the Client's death. If the Bank credibly learned of the Client's death, it shall stop as of the following day, or at the nearest possible date for cancelling a specific type of standing order or direct debit, those transactions from the account which the Client stipulated that after its death the Bank should not continue to execute. The power of attorney granted by the Client to handle funds in the account does not cease to exist with the Client's death if it does not arise from the contents thereof that the power of attorney shall only be valid during the Client's life; this does not apply to powers of attorney granted up to 2005 which ceased to exist on the date following the day when the Bank credibly learned of the Client's death and where the Client did not stipulate that such granted power of attorney should last even after its death.

The account contract ends on the business day following the day:

- a) On which the Bank credibly learned of the death of the account owner if the account on this day showed a debit or zero balance; or
  - b) On which a debit or zero balance appeared in the account of an owner whose death the Bank was credibly informed of.
- This provision shall not be applied if the debit balance in the account appeared due to an overdraft loan provided to a Client who is an individual entrepreneur.

### **7.7 Settlement of Account Liabilities**

Once the account contract is terminated and after all the Bank's receivables from the Client are paid and settled, the Bank shall handle the remaining funds in the account in accordance with the Client's instruction. If the Client does not specify how the remaining cash funds are to be handled up to the time of the effect of the notice or up to the time of a different moment of the account contract's ceasing to exist, the Bank shall register them in its internal records without further interest. The Bank is entitled to compensation for costs related thereto.

## **8. BASIC DEPOSITS AND MINIMUM BALANCES**

The Bank is authorised to set a minimum level of basic deposit and balance of funds in the account. The Client is required to maintain the minimum balance increased by funds sufficient to pay its due payables to the Bank and its submitted payment orders. The Client is required to increase the balance immediately if it is less than the minimum balance.

## 8.1 Accounts in Czech Currency

Current accounts and deposit accounts to current accounts	Business clients	Corporate clients
Basic deposit for opening a current account	CZK 1,000	CZK 5,000
Minimum balance for maintaining a current	CZK 1,000	
Minimum balance for maintaining a deposit account for a current account	–	CZK 100,000

A basic deposit and minimum balance is not applied to current accounts maintained in a special mode – this concerns current accounts for subsidies from the State Housing Development Fund and current accounts of user's loans from the Housing Improvement Fund (applies only to business clients).

Deposit account	Business clients	Corporate clients
Basic deposit for opening and minimum balance for maintaining a deposit account	CZK 5,000	–
Minimum amount of every subsequent deposit (additional deposit) in the deposit account	CZK 200	–

## 8.2 Accounts in Foreign Currency

Current accounts and deposit accounts to current accounts	Business clients	Corporate clients
Basic deposit for opening a current account	CZK 1,000	CZK 5,000
Minimum balance for maintaining a current account	CZK 1,000	
Minimum balance for maintaining a deposit account to for a current account	–	CZK 100,000

The counter value of the minimum deposit or balance in foreign currency must be equivalent to the amount in the table after conversion according to the valid CNB exchange rate.

Deposit account	Business clients	Corporate clients
Basic deposit or minimum balance for opening and maintaining a deposit account	USD 300; EUR 300; GBP 600; CAD 1,500; CHF 1,400; DKK 7,500; SEK 9,200; JPY 124,000	–
Minimum amount of each subsequent deposit (additional deposit) in a deposit account	USD 50; EUR 50; GBP 60; CAD 150; CHF 140; DKK 750; SEK 950; JPY 13,000	–

# 9. ACCOUNT OVERDRAFT

## 9.1 Overdraft

An overdraft is a type of loan provided for an account which, if agreed with the Bank, allows the Client to execute payment up to the agreed amount as if the Client had its own funds in the account. The Client is authorised to draw the overdraft continually up to the agreed limit, while at the same time the Client undertakes not to exceed this limit without the prior written consent of the Bank. The Client's right to draw the overdraft ends with the death of the Client and does not pass to its heirs. The Client is required to repay the overdraft under the terms stated in the relevant overdraft contract.

The Bank shall charge interest on the Client's debt for drawing the overdraft at the interest rate agreed under the relevant overdraft contract. The due interest as well as further prices related to the overdraft are included in the overdraft limit to the extent in which they were not paid from the positive balance of the relevant account. If the overdraft limit does not suffice for the off-set of interest and prices, the Bank is authorised to off-set them even if an unpermitted debit balance appears in the account. Interest from the overdraft is due always on the last day of each calendar month and the Bank shall credit it the same day to the overdraft principal. The Bank undertakes to clear all payment in credit and debit to the account mutually with an overdraft in the same manner as in an account without an overdraft.

## 9.2 Changes to the Overdraft Limit

For the duration of the overdraft contract, the Bank and Client can agree to change the overdraft limit and the Bank is authorised to propose to the Client an increase of the overdraft limit. The Bank shall send such a proposal for a higher limit to the Client at least 20 days before the proposed effectiveness of the increase. If the Client does not reject the proposal before the date of the proposed effectiveness of the change, it is deemed that the Client has accepted the proposal, and the limit shall be increased in accordance with the Bank's proposal. The Bank is also authorised to reduce or cancel the limit of the overdraft with immediate effect, especially if its statutory obligations to proceed cautiously requires this, or if the Client breaches its obligation with regard to the Bank.

# PAYMENT CARDS

## 9.3 Breach of Obligations and Other Important Facts

If it is shown that any of the declarations made by the Client in the overdraft contract or in another document which the Client submitted to the Bank in connection with the conclusion of this contract are false or essentially incomplete, or if the Client breaches any of its important legal obligations to the Bank (especially it is considered as a breach of important legal obligation if the Client cause damage to the Bank by its act), the Bank is authorised to suspend the Client's right to draw the overdraft immediately, to lower the overdraft limit, to declare all debts from the overdraft or a part thereof immediately due, to terminate the overdraft contract with immediate effect or to rescind the overdraft contract. The Bank shall inform the Client of each such measure. The Bank is authorised to apply more than one measure simultaneously if it is necessary for limiting its risks according to its expert opinion.

In the same manner the Bank is authorised to proceed if a situation arises which could, in respect of the Bank's obligation to proceed cautiously, have a fundamentally negative impact on the Client's ability to meet its obligations arising from the overdraft contract, if:

- a) The Bank discovers that insolvency proceedings are being held against the Client, provided that the petition for insolvency proceedings is not totally and evidently harassing, or that that such proceedings are imminent;
- b) The Bank receives a court ruling on ordering a receivable, warrant of execution or different decision with the same effects;
- c) After the overdraft contract was concluded the Client's financial or property situation worsened, which could have a fundamentally negative impact on the Client's ability to repay the overdraft; or
- d) The Client delays in meeting a contractual commitment or obligation arising from legislation, which has an impact on the Bank's position or applies to a contract between the Bank and the Client.

# PAYMENT CARDS

## 10. PAYMENT CARD ISSUANCE

### 10.1 Card and Holder

The Bank issues payment cards for accounts based upon an agreement in the account contract or based upon the request of the account owner or its Proxy. A person issued a payment card (hereinafter referred to as the "Card Holder") uses the payment card to dispose of funds in the relevant account under the terms and conditions arising from the account contract. The Client shall ensure that every Card Holder becomes familiar with the conditions and rules for using the payment card, including the user guide, which contains further instructions and information associated with the use of the payment card. The user guide is available on the Bank's website. A payment card issued for business purposes is used to pay business expenses.

### 10.2 Handover of the Card

The Bank shall deliver the payment card in an agreed way, e.g.:

- a) Hand-over at Bank's point of sale; the payment card shall be prepared for handover at the selected point of sale for three months, after which the Bank can destroy the uncollected payment card; in this case the fee for issuing the card shall not be refunded;
- b) Sent to a correspondence address in the Czech Republic by standard post;
- c) Abroad or in case of express delivery to an address in the Czech Republic by courier service.

The Card Holder shall sign the payment card on the signature strip and ensure the signature thereon is permanent immediately after its receipt and in a way different from the specimen signature. Cards delivered to the Card Holder directly, i.e. not to the Bank's point of sale, are inactive. The Card Holder shall activate the card prior to its first use by following the Bank's instructions sent with the card or provided via the Bank's information line.

The Bank shall send the personal identification number to the card (hereinafter referred to as the "PIN") always separately in an agreed way, e.g. by post, in the form of an SMS or by courier service.

### 10.3 Card Validity Period and Automatic Renewal

The validity period is marked on the payment card. In the case of agreed automatic renewal of the payment card, the Bank shall prior to the end of its validity period issue a payment card with the validity for the subsequent period, unless the Card Holder asks the Bank not later than two months prior to the end of the payment card's validity not to issue another payment card. The Bank

shall inform the Card Holder if it decides not to issue a new payment card. The Bank can issue a different type of card according to its current business offer with the automatic renewal of the payment card or when issuing a substitute card.

## 11. USE OF PAYMENT CARDS

### 11.1 Obligation to Observe Legal Regulations

The Card Holder shall use the payment card in accordance with the valid legislation of the country in which it is used.

### 11.2 Card Payment Clearing Deadlines

Payments and withdrawals by payment card shall be cleared usually within 1 to 45 days depending on the type of payment.

### 11.3 Use of Cards at a merchant and in an ATM

The payment card may be used for payments for services and goods at designated merchants, or optionally withdraw also cash at them (cash back service). The Bank does not guarantee that a merchant will always accept the card.

In the case of a cash withdrawal from an ATM, the Bank fulfils its obligation to pay out the required sum at the moment cash is provided by the ATM.

### 11.4 Obligation to Protect Security Data and the Payment Card

In the interest of preventing the unauthorised use of a payment card, the Card Holder shall observe the security rules, above all it shall keep its PIN or other security code confidential (especially by not writing the PIN on the payment card, its cardholder or other object which it carries with the payment card, ensure that it is not being observed when entering the PIN, etc.) and shall ensure that the payment card is not stolen, lost or misused. The Card Holder shall protect the payment card from being damaged. The Card Holder may not disclose the data about the payment card on the basis of any requests delivered by mail, e-mail or alike. The Bank does not send such requests; they are always fraudulent ones. Breach of the stipulated security rules by the Card Holder may lead to the Client's liability for the incurred damage.

### 11.5 Loss, Theft or Misuse of a Payment Card and PIN

The Card Holder shall report any loss, theft and/or suspected misuse of the payment card or PIN immediately by calling the Bank's 24-hour information line 800 207 207 (for calls from abroad +420 956 777 956), in person during the operating hours at any of the Bank's points of sale, or through electronic banking. The Card Holder shall inform the Bank of all information concerning the circumstances of the loss, theft or suspected misuse of the payment card or PIN. When making a report over the telephone the Bank shall provide the Card Holder with a blocking code as proof of the report. In the event of suspected misuse of the card, the Card Holder shall return the card to the Bank at the Bank's request immediately if it is in its possession.

### 11.6 Blocking a Payment Card

After reporting the loss or theft or suspected misuse of a payment card or PIN, the Bank shall block the payment card immediately. If the Bank shall justifiably suspect the misuse of a payment card, it can block the payment card even without reporting such fact to the Card Holder. The Bank shall inform the Card Holder thereof before or as soon as possible after blocking the payment card. If the Bank judges that the reason for blocking the payment card has passed, it shall make it possible for the Card Holder to start using it again or shall issue a new payment card.

### 11.7 Security of Payments over the Internet

In the interest of increasing the security of card payments on the internet, the Card Holder can register in the 3D Secure system free of charge. When using this system, payments on the internet at secured merchants (marked with logos Verified by Visa or MasterCard SecureCode) shall be confirmed by a single-use password which the Bank shall send to the Card Holder in the form of an SMS or in other agreed way. For security reasons, the Bank can stop the Card Holder from executing card payments on the internet:

- a) If it asks the Card Holder to register in the 3D Secure system and the Card Holder does not do so;
- b) If the password is repeatedly entered incorrectly;
- c) In online stores which do not use the 3D Secure system.

The Bank shall always inform the Card Holder of such a restriction.

## 12. CONTACTLESS PAYMENT INSTRUMENTS

By using the contactless payment instrument (such as a contactless payment card) the Client can pay for goods and services by placing the card against the payment device. For some payments, the Client may also be asked to enter the PIN when using a contactless payment instrument.

# ELECTRONIC AND TELEPHONE BANKING

## ELECTRONIC AND TELEPHONE BANKING

### 13. FUNDAMENTAL PROVISIONS ON ELECTRONIC AND TELEPHONE BANKING

#### 13.1 Electronic and Telephone Banking Services

Electronic and telephone banking allow the Client to communicate with the Bank via telephone, mobile telephone, internet or other means of remote communication, and above all to submit at any time a payment order to the Bank, express consent to execute a payment or obtain information about the balance of funds deposited in its account which was allocated to such a service. All services which electronic and telephone banking offers, as well as information required for using electronic and telephone banking is contained in the user guide published on the Bank's website. Telephone banking services are provided only to Clients that belong to the group of business clients.

A condition for the provision of electronic and telephone banking services is maintaining at least one payment account for the Client. The price for electronic and telephone banking services is charged by debiting the account specified by the Client (main/primary account).

#### 13.2 Other Electronic and Telephone Banking Users

Apart from the Client, other persons can also use electronic and telephone banking services provided they are stated in the specimen signature form for the account and provided the Client has empowered them in the electronic banking system (the Client or an authorised person hereinafter referred to jointly as the "Users").

The Client shall ensure that each such authorised person becomes familiar with the terms and conditions and rules under which the Bank provides electronic and telephone banking services. The Client can cancel the authorisation of the Users at any time via the electronic banking service or by cancelling their authorisation in the specimen signature form. The Users can also ask that their authorisation be cancelled directly at the Bank's point of sale.

If the Client authorises another person to administer **SERVIS 24** or **BUSINESS 24**, such Proxy can grant other persons authorisation for specific actions on behalf of the Client in **SERVIS 24** or **BUSINESS 24**. This further authorisation can be granted at a point of sale of the Bank or in **SERVIS 24** or **BUSINESS 24**, even if these persons are not stated in the specimen signature form for the account. The scope of the authorisation of these further Proxies is specified in the authorisation or in the user guide available on the Bank's website.

#### 13.3 Electronic and Telephone Banking Availability

Electronic and telephone banking services are usually available 24 hours a day 7 days a week; the Bank does not undertake to allow the use of these services (including the relevant security instruments) constantly and without interruption. The Bank informs the Client in advance in an appropriate manner of a planned interruption of the availability of the Bank's electronic and telephone banking services. However, in justified cases the Bank interrupts the provision of electronic and telephone banking services even without prior warning. The Bank shall inform the Client of such interruption without undue delay.

#### 13.4 Termination of Provision Electronic and Telephone Banking Services

The electronic or telephone banking service contract ceases to exist as of the moment of termination of the account contract which serves to clear the prices of these services (this does not apply to **SERVIS 24 – Start service**), and provided that no user uses it within 120 days following the allocation of Security Data of electronic and telephone banking services in the manner stated in the user guide available on the Bank's website. The Bank can terminate the authorisation of all persons to use electronic and telephone banking services in relation to the account as soon as it credibly learns of the death of the account owner or if an incident occurs which, according to legislation, is associated with the end of the authorisation of the account owner to handle this account or its funds.

#### 13.5 Business Communication

The Bank can send the Client its business communications via electronic and telephone banking. The Client can refuse to accept business information at any point of sale of the Bank or directly via electronic or telephone banking services.

### 13.6 Concluding Contracts via Electronic Banking Service

The Client and the Bank can conclude contracts on banking services or on third-party financial services offered by the Bank or agree on their changes using the electronic banking service. If it is necessary to sign a document electronically within the scope of the electronic banking service, the following shall apply: the electronic signature of the person authorised to act on behalf of the Bank shall be generated using data for the generation of the electronic signature on the basis of a certificate issued by the Bank's internal certification authority. The Client may sign the document electronically either using an authorisation code sent thereto by the Bank in an authorisation SMS message or using the Client's electronic certificate. Electronic signatures referred to in this Article shall be considered electronic signatures pursuant to the Electronic Signature Act No 227/2000 Coll.

## 14. ELECTRONIC AND TELEPHONE BANKING SERVICES USER SECURITY

When using the services of electronic and telephone banking the Client is obliged to adhere to the laid down security rules. Breach of these rules may lead to the Client's liability for the damage incurred by the Client.

### 14.1 Security Data

The Bank shall allocate unique identification elements to each user allowing access to electronic and telephone banking services (hereinafter referred to as the "Security Data").

If the Security Data are delivered as correspondence, the Bank shall send them to the user at the address which it discloses for these purposes. In the event of any damage to the delivery, the user shall refuse to accept the delivery and ask the relevant deliverer to draw up a record of the damaged delivery. It shall inform the Bank of this fact immediately. If the Bank so allows, the Security Data can be handed over even in person at the relevant point of sale.

### 14.2 Security Instruments

If agreed, electronic banking services can only be used with security instruments, either instead or together with the Security Data. The user shall pay the price according to the Bank's price list for security instruments. If arranging the use of security instruments, the Client cannot continue using telephone banking.

Security instruments are authorisation SMS, security application for smartphones, technology for voice recognition (voice biometry) or electronic certificate. The payment cards issued by the Bank or the PIN code might be used as security instruments as well.

If a user uses security instruments contrary to the Bank's instructions, the Bank can cancel its authorisation at any time. It shall inform the user of this fact in an appropriate manner. Authorisation to use security instruments also ends on the first business day after the day of delivery of the User's request for cancellation by the Bank. The authorisation to use security instruments if submitting a request for cancellation at a point of sale or via the Bank's call centre ends immediately. If the Client does not ask for such cancellation at point of sale of the Bank, the signature on such a request must be officially verified.

### 14.3 Electronic Certificate

The electronic certificate is one type of security instruments; in an agreement on its use the user undertakes to observe the licence terms and conditions regulating the use of the electronic certificate repository (e.g. chip card). The user declares that it has become familiar with the terms and conditions before concluding the contract on the use of the electronic certificate; the link to the current location of the licence terms and conditions is in the user guide.

The user shall verify the requirements of the electronic certificate immediately after its issue; if the user detects any inconsistency between the requirements of the electronic certificate and the contents of the request for its issue, it shall report this fact to the Bank and ask for the validity of the electronic certificate to be terminated in the manner described in the user guide. The validity of the electronic certificate is one year as of the date of issue by the relevant certification authority; the validity can be terminated prior to this time at the user's request.

The Bank is authorised to terminate the validity of the issued electronic certificate if:

- a) The electronic certificate was issued on the basis of false or falsified information or the verified and certified data are no longer valid;
- b) The user breached any obligation arising from the contract on the use of the electronic certificate;
- c) The user reports the loss, theft, misuse, unauthorised use or suspected possible misuse or unauthorised use of the electronic certificate to the Bank;
- d) The Bank credibly learns of the death of the person to whom it was issued; and
- e) Such obligation is imposed to the Bank by legislation or an administrative or judicial decision.

In the event of early termination of the validity of the electronic certificate at the request of the user or the Bank, the user is not entitled to compensation for the remaining proper period for which the electronic certificate would have remained valid.

The Bank issues the electronic certificate solely for the purpose of its use in connection with the electronic banking services. If the Client uses it for a different purpose, the Bank shall not be liable for such use.

## 14.4 Security Data and Security Instruments Protection

The Client or user shall report any loss, theft, misuse or suspected possible misuse or unauthorised use of Security Data or security instruments for the use of electronic and telephone banking services immediately by calling the Bank's 24-hour information line 800 207 207 (for BUSINESS 24 or for calls from abroad on line +420 956 777 956) or the telephone number stated in the Bank's further information materials, or in person during the operating hours at any Bank's point of sale.

The Client or User shall inform the Bank of all known information, including data about the user who was an authorised holder of the relevant Security Data or security instruments about the circumstances of the loss, theft or suspected misuse of Security Data or security instruments. After the loss or theft or suspected misuse of Security Data or security instruments has been reported, the Bank shall take all reasonable measures to prevent their unauthorised use.

## 14.5 Further Security Rules for Using of Electronic Banking

The Client or user is obliged to access the electronic banking through technical device, which is not publicly accessible. The Client or user is always obliged to use on such device updated, by manufacturer and by the Bank supported versions of operational system, security programs (antivirus, firewall) and internet browser (the list of programs supported by the Bank is in the user guide). If the Bank offers a mobile application for access to electronic banking (e.g. SERVIS 24 Mobilní banka, BUSINESS 24 Mobilní banka) suitable for the mobile device of the Client or user (e.g. tablet, or smartphone), the Client or user is obliged to use it. The Client or user is allowed to install and launch only programs from safe and verified sources on his technical device and he is not allowed to open e-mails and attachments of e-mails from suspicious senders. The Client or user is obliged to regularly change his access password and protect it against disclosure and enter it only in a safe environment.

The Client or user is allowed to open the website of the electronic banking only from the Bank's websites or by typing the address [www.servis24.cz](http://www.servis24.cz) or [www.business24.cz](http://www.business24.cz) into the address bar of the internet browser. He may not search this site by search engine, neither launch it from his favourite sites bookmarks. After login into the electronic banking the Client or user is obliged always acquaint himself with the Bank's warnings on current threads and risks first. Prior to login and during the whole time of login the Client or user is obliged to check that the following address appears: <https://www.servis24.cz> or <https://www.business24.cz> in the address bar and to check by clicking on the icon of lock that the security access certificate is issued for [www.servis24.cz](http://www.servis24.cz) or [www.business24.cz](http://www.business24.cz).

In case of any suspicion that the security of electronic banking is jeopardized the Client or user is obliged in his/her own interest to immediately contact the Bank on telephone number 800 207 207 (for calls from abroad +420 956 777 956). If the Client notifies the Bank that his electronic banking has been misused, the Client or user is obliged to allow the Bank to perform an inspection of the device through he has accessed the electronic banking; the device must be in unchanged state.

# 15. SERVIS 24

## 15.1 SERVIS 24 – Extent and Terms of Use

The SERVIS 24 electronic and telephone banking services include several services via the internet, telephone and mobile phone according to the Bank's current business offer, and it is also used to access services provided by the Bank in connection with the SERVIS 24 services. The extent of the acts that the Client can perform through the individual ways of servicing the SERVIS 24 varies (see the user guide for more details).

## 15.2 E-invoice/e-document

As part of the e-invoice service, the Bank allows the Client (or user) to agree on accepting invoices or other documents in electronic form from issuers who are listed in the list available in the electronic banking application. The activation of the e-invoice/e-document service means that the Client agrees that the selected issuer may continue to submit invoices and further documents in electronic form through the Bank as of the date of the activation of this service. The Client authorises the Bank to submit the expressed consent with the issuance of the electronic invoices and its identification data, including the account number, to the selected issuer. The Client can grant consent with the issuance of electronic invoices and further documents directly to the issuer included in the list in electronic banking. This service may also be activated by the Bank, if it is requested by any of the said issuers. If the Client does not use this service, it may cancel it any time.

The liabilities of the Bank and Client are as follows:

- a) The Bank is not liable for whether the issuer has met all the conditions required by legislation for invoices in electronic form. The Bank is not liable or authorised to examine and verify the contents of the requirements of the submitted invoices and further documents;
- b) The Bank is liable to the Client for the invoice (or other document) to be submitted by the issuer and for the submitted invoices (or other documents) being the same as in their electronic form;
- c) In the event of a complaint about the contents of the inaccuracy or formal inconsistency of the submitted invoice or other document, the Client shall contact the issuer of the document which is the subject of the complaint.

# PAYMENT SERVICES

## 15.3 SERVIS 24 – Start

SERVIS 24 – Start allows limited use of electronic and telephone banking. However, having a payment account or other account at the Bank is not a condition for using SERVIS 24 – Start.

## 16. BUSINESS 24

### 16.1 BUSINESS 24 – Scope and Terms of Use

The BUSINESS 24 electronic banking service includes several ways of use via the internet (for details please refer to the user guide). A condition for using BUSINESS 24 is the use of the relevant security instruments which are used to register and confirm orders or payment orders addressed to the Bank via BUSINESS 24.

### 16.2 BUSINESS 24 Databanking

By arranging for the provision of BUSINESS 24 Databanking (hereinafter referred to as “Databanking”), the Bank undertakes to implement orders or payment orders submitted via the Databanking service based on the instructions of the user of BUSINESS 24 provided they were prepared in accordance with the terms and conditions agreed for their submission. The user is authorised to submit orders or payment orders via its accounting or other system which must support this service and the data interface Databanking in accordance with the instructions of the supplier of the accounting or other system.

A condition for the active use of Databanking is the use of the relevant security instruments which are used to register and confirm orders or payment orders addressed to the Bank via the BUSINESS 24 service. Only Clients that have the activated BUSINESS 24 service and also use an accounting or other system that supports Databanking may use Databanking. A list of accounting systems is available on the Bank’s website. The Bank is authorised unilaterally to change this list.

The Bank provides the Client with Databanking for its accounts maintained by the Bank to the extent agreed in the BUSINESS 24 user guide.

If the expression of consent to execute an order or payment order requires the cooperation of more than one user, it is necessary that such consent be granted directly in BUSINESS 24 in the agreed manner for executing such order or payment order submitted via the accounting or other system and the Databanking service. The same applies if, as a consequence of the used technical solution of the Databanking service, it is necessary that consent be expressed for executing the user’s order or payment order directly via BUSINESS 24.

The Bank is not liable to the Client for the unavailability of the Databanking services, especially if it is caused by an error, failure or defect of any device which the Client uses for connecting to the data interface of the Databanking service, or on the Client’s used (e.g. accounting) system. The Bank does not provide the Client with support in the event of a malfunction of the accounting or other system where the data interface is implemented. In this case, the Client must contact the supplier of the accounting or other system.

# PAYMENT SERVICES

## 17. GENERAL RULES FOR PAYMENT SERVICES

### 17.1 Payment Transactions

The Bank allows owner of an account maintained by the Bank to execute the following transactions:  
a) cash withdrawals and deposits (cash transactions) at Bank’s point of sale with a cash counter; and  
b) non - cash transfer of funds (non-cash transactions).

### 17.2 Information about Payment Services

The Bank is not obliged to provide or access information provided mandatorily under the Payment System Act No. 284/2009 Coll. to a client who is not a small business entrepreneur but provides the stated information to the Client in the contractual manner



if the Client and the Bank have agreed on information being provided, or such information is provided by the Bank to all Clients. The Bank is also not obliged to inform of such changes which are not part of the contractual documents in the manner stipulated in the Payment System Act No. 284/2009 Coll.; the Bank informs the Client appropriately and reasonably in advance of a change to such information.

## 18. GENERAL RULES FOR CASH TRANSACTIONS

### 18.1 Types of Cash Transactions

The Bank shall allow the Client to execute the following cash transactions:

- a) Cash deposit at the Bank's point of sale with a cash counter in Czech crowns or in a specified foreign currency using a cash receipt form to an account in any bank in the Czech Republic;
  - b) Cash deposit through deposit ATMs, videobanker equipment (applies only to business clients), or automatic coin-counting machines of the Bank;
  - c) Cash withdrawal from an account in Czech crowns or in a specified foreign currency using a cash receipt form or private cheque on a form issued by the Bank;
  - d) Cash withdrawal from an account in the Bank's ATMs or the Bank's videobanker equipment (applies only to business clients);
  - e) Cash withdrawal from an account in ATMs of other banks in the Czech Republic and abroad, if the type of card allows it;
  - f) Cash withdrawal from an account via a card at the Bank's points of sale, or in branches of other banks in the Czech Republic and abroad that are technically equipped for such purpose, so-called cash advance;
  - g) Cash withdrawal from an account via a card in selected stores marked "Visa Cash Back" or "MasterCard/Maestro Cash Back".
- The Bank executes cash transactions in CZK and in currencies specified in its exchange rate list. If the Client does not submit the list of banknotes and coins in case of cash deposit, the Bank will prepare the list according to its rules. The Bank is not obliged to execute any cash transaction without verification of identity of the other party.

### 18.2 Notification of Over-the-Limit Cash Withdrawals

Cash withdrawals which exceed a specific amount can be subject to so-called "notification deadlines". The Client shall provide notification of the planned withdrawal exceeding the specified limit in advance by delivery of a completed notification form of an over-the-limit cash withdrawal via an electronic form on the Bank's website or in a different pre-agreed manner. Current information on the limits and deadlines are available at the Bank's points of sale and on the Bank's website. If the Client does not provide the notification in accordance with the above-mentioned instructions, the Bank shall not be required to have the cash available in the full amount of withdrawal.

If the Client does not provide a notification of the withdrawal of funds in a specific foreign currency, in the event of an exceptional lack of funds in such a currency, the Bank is authorised to offer the required sum or a part thereof in a different (substitute) currency.

## 19. GENERAL RULES FOR NON-CASH TRANSACTIONS

### 19.1 Non-Cash Transactions

The Bank executes a non-cash transaction based on:

- a) Single orders for:
  - payment in the form of an individual or multiple order;
  - payment abroad;
  - cash pay-out (e.g. the recipient receives cash via a type B postal order);
- b) Standing orders for:
  - payment or regulation of balance (so-called sweep);
  - payment abroad;
  - pay-out in cash (e.g. the recipient receives cash via a type B postal order);
- c) Direct debits:
  - single direct debit order in the form of an individual or multiple order;
  - standing direct debit order.

### 19.2 Standard Rules for Direct Debit

If a non-cash transaction initiated by the payment recipient is debited from the Client's account (direct debit), the Client must grant consent for the Bank or the payment recipient for whom the Bank maintains the account and with whom the Bank has agreed the terms and conditions for executing direct debits in its favour. Consent granted by Client to another payment recipient or payment service provider is ineffective for to the Bank and the Bank shall not execute the direct debit. Unless agreed otherwise, every direct debit must stipulate the maximum sum which can be deducted from the Client's account based on direct debit.

In the interest of maintaining continuous payments, the Bank can, based on the payment recipient's requirements, execute a multiple change in the recipient's bank details and other identification payment data. The Bank can inform the payment recipient or the payment recipient's bank of the Client's direct debit order and of changes to such order.

## 20. COMPLETION AND SUBMISSION OF A PAYMENT ORDER

### 20.1 Completion of a Payment Order

When completing payment orders, the Client must proceed according to the rules stated in the Information of Česká spořitelna, a.s., on Payment Services – Business and Corporate Clients, which is available on the Bank's website and at the Bank's points of sale. The Bank does not verify the accuracy of the data which the Client states in the payment order.

### 20.2 Methods of Submitting a Payment Order

The Client can submit a payment order to the Bank in any of the following ways:

- a) On a Bank form or other form with the payment order requirements:
  - submitted at a point of sale of the Bank;
  - placed in a collection box;
  - delivered by mail or courier;
- b) Using a card via an ATM or payment machine (applies only to business clients);
- c) Payment by card at a merchant or via the internet;
- d) Via the electronic banking services (SERVIS 24 – applies only to business clients; BUSINESS 24, MultiCash);
- e) Delivered on media for processing as part of the collection account service; and
- f) Through videobanker (applies only to business clients);
- g) In another agreed way.

### 20.3 Terms and Conditions for Acceptance of Payment Orders

A payment order shall be accepted by the Bank provided that:

- a) It is specific, intelligible and contains all the mandatory data;
- b) It is submitted within the stated deadline;
- c) There are sufficient funds for executing the payment transaction in the account;
- d) The payment transaction sum does not exceed the top limit of the agreed limits; and
- e) It meets other statutory or agreed terms and conditions.

## 21. SECURITY LIMITS FOR EXECUTION OF PAYMENTS AND WITHDRAWALS

Unless agreed otherwise, security limits apply to the maximum admissible amount of the payment order in the Information of Česká spořitelna, a. s., on Payment Services – Business and Corporate Clients, which is available on the Bank's website and at the Bank's points of sale.

## 22. AUTHORISATION AND CANCELLATION OF A PAYMENT ORDER

### 22.1 Granting Consent to Execute a Payment Transaction

The Client can grant consent to execute a payment order (i.e. payment order authorisation) in any of the following ways:

- a) In writing – the Bank shall execute a payment order provided that the signature on the payment order matches the specimen signature in the specimen signature form. The Bank is not required to execute the payment order if it does not have the specimen signature at its disposal or the signatures do not match and if it is not proven in a different way simultaneously that this is the signature of the person authorised to grant consent to the execution of the payment order;
- b) Via electronic or telephone banking – use or notification of the allocated Security Data or security instruments. This way the Client can also grant consent to execute a payment to which a payment order was submitted to the Bank other than via SERVIS 24 or via BUSINESS 24 (e.g. at the instigation or via the payment recipient). For telephone banking, the Client grants consent to the execution of a payment by expressing verbal consent, or by confirmation of the choice in the automatic voice service. Any Client who is not a user of electronic or telephone banking can, in justified cases, grant consent to the execution of a payment for a provided service by verbal consent to the telephone banker;
- c) Using a payment card:
  - when entering the PIN or signing the document issued by the point of payment or point of sale when executing payment or placing a contactless card against the relevant device or a combination of these ways;
  - when paying via an ATM or payment machine by entering the PIN;
  - when paying by card via the internet by entering data stated on the payment card on the relevant website, while if the entry of one-off created data (3D Secure system) is also required for executing the payment the Client's consent to enter the data on the card is granted with this one-off created data;
  - when paying by card via the internet using by entering a one-time password sent by the Bank in the form of SMS;
  - when payment is initiated by the recipient, the Client grants its consent to payment of the price and execution of the payment by disclosing the relevant data stated in the payment card of the recipient concerned;

- d) Using further contactless payment instruments (e.g. contactless label, contactless chip in a mobile phone) – by placing a contactless payment instrument against the relevant device, or also entering the PIN;
- e) In case of cash withdrawal from ATM without using a card (if the Bank provides this service) by entering a one-time and temporary code provided by the Bank upon request;
- f) For direct debits also providing consent to the payment recipient for whom the Bank manages the account and with whom the Bank agreed the terms and conditions for executing direct debits in their favour;
- g) Giving consent to the videobanker (applies only to business clients).

### **22.2 Cancellation of a Payment Order or its Approval**

A payment order or consent to its execution may be cancelled until the Bank accepts it. The consent with a direct debit and standing payment orders may be cancelled up to the expiry of the operating hours preceding the required date of debiting the Client's account. The consent with other payment, when the payment order is given by the recipient, cannot be cancelled by the Client after the handover of the consent to the recipient. A payment order with postponed due date may not be cancelled by the Client upon the expiry of the operating hours immediately preceding the due date. A payment order given by the Client through a recipient cannot be cancelled after the Client hands it over to the recipient.

If the Bank allows the cancellation of a payment order even after the expiry of the deadline for its cancellation, the Bank does not guarantee that it shall be possible to cancel the payment transaction and return the funds to the Client. In these cases the Bank can charge a price according to its price list and charges to third parties, including the Bank's costs arising from the differences in the currency exchange rate differences, even if the payment is not cancelled at the end.

### **22.3 Return of the Sum of an Authorised Payment Transaction Initiated by the Recipient (i.e. for a Direct Debit)**

The Client is authorised to demand a return of sum of authorised payment transactions initiated by the recipient of the payment (direct debit) within eight weeks as of the date when the funds were deducted from the relevant account, if the precise sum of the payment transaction was not set at the moment of authorisation and the sum of the payment transaction exceeds the sum that the Client, as the payer, in the light of all circumstances, could reasonably expect. However, this does not apply to cases of unexpected changes in the exchange rate if a reference exchange rate agreed by the Bank and Client was used.

However, the Client does not have the right under the previous paragraph if consent to a payment transaction was granted directly to the Bank and, where applicable, information about the precise sum of the payment transaction was provided or accessed in the agreed manner at least four weeks before the moment of acceptance of the payment order.

The Bank is authorised to ask for all information and documents indicating that the terms and conditions for returning the sum were met. The Bank shall either return the relevant sum or refuse to return it and simultaneously inform the Client of the reason for such refusal within 10 business days as of the date of receipt of the Client's request.

If a payment order is initiated by the Client, the Bank is authorised to ask for information and documents necessary for assessment if the terms and conditions were met for the return of the sum to its payer. If the terms and conditions for the return of the sum are met, the Bank is authorised to deduct the relevant funds from the account for the purpose of their return to the payer, or its payment service provider. If such a procedure shall not be possible due to lack of funds in any payment account, the Bank is authorised to ask the Client to pay the missing funds within a reasonable deadline. Once this deadline expires the Bank shall clear the funds by debiting the Client's account, even if a debit balance appears in the account as a consequence of this procedure. The Bank charges interest from such debit according to its price list. The Bank can also charge a contractual fine as listed in the price list in the event of an unpermitted debit balance.

A Client who is not a small business entrepreneur has no right to the return of the sum of an authorised payment order initiated by the recipient.

## **23. EXECUTION OF PAYMENT TRANSACTIONS**

### **23.1 Acceptance of a Payment Order**

A payment order is considered accepted the moment the Bank receives it. However, if a payment order is executed only after the fulfilment of certain conditions, or at the end of a specific period; the payment order is not considered accepted until that moment.

If the Bank receives a payment order for which there are insufficient funds for its execution, this order is considered accepted the moment that the funds are available. However, if there shall be no funds available at the latest by the end of the deadline for repeat clearing according to Article 24.4, the Bank shall refuse to execute the payment order.

If a payment order is submitted outside the Bank's operating hours, the Bank shall accept it for processing at the start of the operating hours of the next business day. The business days and operating hours are specified in the Information of Česká spořitelna, a.s., on Payment Services – Business and Corporate Clients, which is available on the Bank's website and at the Bank's points of sale.

### 23.2 Deadlines for Executing a Payment Order

Deadlines for executing a payment order commence as of the moment of its receipt. These deadlines are stated in the Information of Česká spořitelna, a.s., on Payment Services – Business and Corporate Clients, which is available on the Bank's website and at the Bank's points of sale.

Deadlines for executing a payment order can also be affected by national holidays in the Czech Republic or abroad and by the manner in which a payment order is submitted. The final crediting of payment in favour of the payee's account also depends on the deadlines for processing and operating hours of the recipient's bank. Information about executing a payment order in the relevant payment account appears the following business day at the latest after it has been executed.

### 23.3 Delaying Payments from Abroad and in Foreign Currencies in the Czech Republic

The Bank checks the completeness of data about the payer (sender) for payments received via the foreign payment system. If data about the payer (sender) on a payment order is incomplete, payments can be delayed due to additional ascertainment of data or return of payments to a foreign payment service provider. This delay is not included in the payment execution timelines.

### 23.4 Deduction from the Sum of a Payment

The Bank can deduct its price from the sum of a payment prior to its being credited to the Client's account.

### 23.5 Information about Payment Orders and Payment Services

The Bank shall make available information to a Client who is a small business entrepreneur, upon its request, about payments executed in the previous calendar month, at any point of sale and in a statement of the relevant account. The Bank is not required to provide or make available information for a Client who is not a small business entrepreneur about payment transactions executed; the Client shall receive information about payment transactions in a statement of the relevant account which the Bank creates upon agreement with the Client.

## 24. PROCEDURE FOR THE NON-EXECUTION OF A PAYMENT ORDER

### 24.1 Non-Execution of a Payment Order

The Bank shall not execute a payment order if all the conditions for its receipt stated in article 20.3 are not met. If the Bank receives a multiple payment order, but not all the items can be executed because of a lack of funds, the Bank shall only execute part of the multiple payment order, while it can determine the sequence of individual payments and can reject the remaining ones. The Bank can proceed in the same way if it receives more than one payment order for which the same moment of acceptance arose.

### 24.2 Information about the Non-Execution of a Payment Order in Czech Crowns in the Czech Republic

The Bank shall make available information for the Client about the non-execution of a payment order:

- a) At the Bank's point of sale for an order submitted over the counter or placed in a collection box (in these cases the Bank also sends to business clients a written announcement, if mutually agreed, however such announcement is not sent in case of non-execution of the payment due to insufficient funds on the account);
- b) At the Bank's point of sale for an order submitted via an ATM or payment machine;
- c) By telephone 956 777 956, if this is an order submitted via SERVIS 24 or via BUSINESS 24;
- d) By telephone 956 777 888, if this is an order submitted via BUSINESS 24;
- e) By telephone 956 711 711, if this is an order submitted via MultiCash or via BUSINESS 24.

### 24.3 Information about Non-Execution of a Payment Order in Foreign Currency or Abroad

The Bank shall make available information for the Client about the non-execution of a payment order:

- a) In the Bank's point of sale in the event that this is an order submitted over the counter;
- b) By telephone 956 777 956, if this is an order submitted via SERVIS 24;
- c) By telephone 956 777 888, if this is an order submitted via BUSINESS 24;
- d) By telephone 956 711 711, if this is an order submitted via MultiCash.

If the Client is a business client, the Bank also informs the Client of the rejection of a payment order using notices about the non-execution of a payment which is submitted in the following ways:

- a) For an order submitted over the counter at a point of sale of the Bank, a notice is sent by the Bank to the agreed address. If this address is not agreed, the Bank shall send it to any of the addresses stated in the account. If the Bank and Client have agreed that announcements or statements shall be handed over in person at a point of sale of the Bank, the Bank shall submit a notice to the Client who comes to the point of sale;
- b) For an order submitted via a paper form at a point of sale of the Bank, the Bank can also inform the Client via an SMS. If the Client is interested in such a service, it shall state the number of its mobile phone in a specific box in the payment order form;

c) For an order submitted via SERVIS 24 or BUSINESS 24, the Bank shall send a notice in the form which the Client selects when submitting the order. At the same time, it can be scrutinised in the summary of notices at any time.

The Bank informs Clients (MultiCash Clients in the case of MultiCash version 3.2) also via the transaction status (“transaction is cancelled” status) of any non-execution of a payment order submitted via MultiCash or BUSINESS 24.

If the Client is a corporate client, the Bank also informs the Client by telephone or a different individually agreed way of any non-execution of an order over the counter, via BUSINESS 24 or via MultiCash.

#### 24.4 Repeated Clearing of a Payment Order

If there are insufficient funds in the payment account on the relevant due date, the Bank shall repeatedly clear the payment order or direct debit as follows:

Type of transfer	Repeat clearing
<b>Payment orders in Czech crowns in accounts in Czech banks</b>	<ul style="list-style-type: none"> <li>– Orders from accounts of business clients take place repeatedly only on the date of entry.</li> <li>– Direct debits from accounts of business clients take place repeatedly in the next 4 calendar days after receipt of the direct debit request.</li> <li>– Orders from accounts of corporate clients take place repeatedly in the next 10 business days after the due date.</li> <li>– Direct debits from accounts of corporate clients take place repeatedly in the next 3 business days after receipt of the direct debit request.</li> </ul>
<b>Payment orders abroad and in foreign currencies in the Czech Republic</b>	<ul style="list-style-type: none"> <li>– Orders from accounts of business clients take place repeatedly only on the date of acceptance of the payment order.</li> <li>– Orders from accounts of corporate clients take place repeatedly for 10 business days after the order due date.</li> </ul>

When repeatedly clearing the payment, the Bank shall execute the order with the due date on the processing date. The exchange rate valid during the time of processing shall be applied for conversion. The payment order shall not be executed after the expiry of the agreed deadline, but the Client may enter it again. Repeated clearing does not take place for payment orders executed via a payment card at the point of sale (at a merchant).

## 25. RESOLUTION OF INCORRECT OR UNAUTHORISED PAYMENT TRANSACTIONS

### 25.1 Liability for an Incorrect Payment

If a payment from an account is not credited duly and promptly to the payee’s bank account, the Bank shall additionally execute and place the account in the status as if the payment had been executed duly and promptly. Up to such a time before the additionally executed payment is credited to the payee’s bank account, the Client is authorised to cancel the payment and the Bank shall place the account in the original status.

If the Bank receives a payment executed in favour of the Client’s account and does not credit it to this account duly and promptly, it shall ensure that it is additionally credited and place the account in the status as if the payment was credited duly and promptly.

If the Client is the recipient of a payment which was executed at its initiative (such as direct debit), the Bank is liable for the correct and prompt submission of the order for its execution to the payer’s bank. If the Client is the payer of a payment which was executed at payee’s initiative (such as direct debit), the Bank is liable for its due and prompt execution provided that it also receives the payment order from the payee’s bank duly and promptly.

Regardless whether the Bank is liable for the incorrect execution of the transaction or not, it shall exert all possible efforts at the Client’s request to find the payment transaction. The Bank shall inform the Client of the result of the investigation in the appropriate manner.

### 25.2 Liability for an Unauthorised Payment

If a payment is executed without the Client’s consent, the Bank shall clear it in favour of the Client’s account immediately after learning of said unauthorised payment, and if this is not possible it shall pay out the relevant sum to the Client in cash.

The Client is liable for an unauthorised payment in the following cases:

- a) Loss was caused by the use of a lost or stolen payment instrument, or its misuse and the Client did not ensure the protection of its unique security elements, in which case the Client is liable for losses up to the sum equivalent to EUR 150;
- b) Loss was caused by the Client or its Proxy when, by using the payment instrument, it intentionally or due to gross negligence breached the obligation to use the payment instrument in accordance with the agreed terms and conditions, especially the obligation to adopt all reasonable measures for the protection of unique security elements of the payment instrument, or the obligation to inform the Bank without undue delay of the loss, theft or unauthorised use of the payment instrument, in which case the Client is liable for the loss in full.

# CONCLUDING PROVISIONS

However, the Bank shall compensate the Client even in the abovementioned cases, if the loss arose after the loss, theft, misuse or unauthorised use of the payment instrument is reported to the Bank, or if the Bank has not made sure that the Client has at its disposal appropriate means allowing him to report any such loss, theft, misuse or unauthorised use of the payment instrument to the Bank. However, if the loss was caused by the Client's fraudulent conduct the Client is always liable in full.

A Client who is not a small business entrepreneur is liable for an unauthorised payment transaction in full even if the loss was caused by the use of a lost or stolen payment instrument or misuse of a payment instrument, if the Client did not ensure the protection of its unique security elements up to such time when it reported such fact to the Bank. However, in the case of card transactions the Client is liable for card transactions, damage and costs arising from the misuse of a lost or stolen payment instrument within a deadline of 48 hours prior to the moment when it reports such fact to the Bank, limited to a maximum sum of EUR 150. In the event of the misuse of a card when the PIN was used, or in the event that the Client acted fraudulently, contrary to the contractual arrangements or generally binding legislation, it is liable for all card transactions, damages and costs.

## 25.3 Deadline for Enforcing a Complaint for an Incorrect or Unauthorised Payment

Complaints about an incorrectly executed or unauthorised payment can be submitted by the Client without undue delay after it learns of such fact, however within 13 months at the latest after the funds were deducted from the account. If the complaint is not submitted within the above-stated deadline, the Bank's obligation under Articles 25.1 and 25.2 may become extinct.

When submitting a complaint the Client must provide all necessary cooperation and submit the available documents relating to the payment which applies to the complaint.

Even in cases when the Bank is not liable for a payment which is the subject of a complaint, the Bank shall exert reasonable efforts to ensure that the funds of such a payment are refunded. However, in such a case the Bank has the right to demand payment for the refund of the funds in accordance with its price list.

A Client who is a small business entrepreneur shall enforce a complaint against the Bank due to an unauthorised or incorrectly executed payment without undue delay after learning of such fact, however within 75 days of the day the funds were deducted from the payment account and, in the case of a card transaction, within 75 days of the use of the card; otherwise, the Client's rights against the Bank shall cease in relation to the unauthorised or incorrectly executed payment transaction. When enforcing the complaint the Client shall submit documents relating to the payment which is the subject of the complaint to justify its claim.

## 25.4 Incorrect Unique Identifier

The payee's unique identifier is the number of the payee's payment account and identification code of its bank. The Client is liable for stating an incorrect unique identifier and this also applies if it states other data about the payee incorrectly. If the payer or payee has stated an incorrect unique identifier, the Bank shall exert all efforts to ensure that the funds of an incorrectly executed payment transaction are refunded to the Client. The Bank is authorised to charge a price for such refunds.

## 25.5 Bank's Obligation to Furnish Proof

In the event that the Client informs the Bank that it did not authorise a payment or that the payment was executed incorrectly, the Bank shall prove that a payment order was given, that the payment transaction was correctly recorded and accounted, in which case the Bank shall prove that the payment transaction was not affected by a technical fault or other failure. This is not the Bank's obligation if the Client is not a small business entrepreneur.

## 25.6 Corrective Clearing

If the Bank does not clear a sum or does not use the bank account details in accordance with the Client's order and causes an error in the clearing of a non-cash payment within the Czech Republic in Czech currency, it shall correct it via a corrected clearing in accordance with the Client's order.

# CONCLUDING PROVISIONS

## 26. DEPOSIT INSURANCE

Funds in Czech and foreign currency, including interest on registered accounts and further registered deposits, are insured by law. A condition of insurance is that the depositor is duly identified. The Bank will participate in the deposit insurance system which is operated by the Deposit Insurance Fund. If the Bank shall not be able to pay out the funds to the depositors, the Deposit

Insurance Fund shall pay out the compensation for the insured deposits at appointed points of disbursement. The amount of compensation paid is up to the amount of the equivalent of EUR 100,000 for one entitled person out of all their deposits. To calculate the compensation, all the insured claims from the deposits are added together, including the shares in the accounts maintained for two or more joint holders, and also the interest. The calculation and payout of compensation is made in Czech currency as of the starting date of payments; conversion to Czech currency is made using the foreign exchange market rate announced by the Czech National Bank on the day that the Deposit Insurance Fund received the announcement of the Bank's inability to meet its obligations.

## 27. EFFECTIVENESS

Since 1 January 2014 these GBTCs replace the General Business Terms and Conditions of Česká spořitelna, a.s. of 15 July 2002, as amended, and the Announcement of Česká spořitelna, a.s., on Payment Services and Accounts – Business and Commercial Clients, in relation to a Client who is an entrepreneur or legal entity. This wording of the GBTCs comes into effect on 1 January 2015.

In connection with banking services contracts concluded prior to 1 January 2014 and to which these GBTCs apply the Client and the Bank agreed that the rights and obligations implied by such contracts have been governed by Act No 89/2012 Coll., the Civil Code, from 1 January 2014.

# INFORMATION ABOUT THE BANK

## **Česká spořitelna, a.s.**

registered office at Prague 4, Olbrachtova 1929/62, PCN: 140 00  
incorporated in the Commercial Register  
of the Municipal Court in Prague, Section B, File 1171  
ID: 45244782  
VAT No: CZ 699001261

## **Contact information:**

Bank information line: 800 207 207;  
for calls from abroad +420 956 777 956  
E-mail: [csas@csas.cz](mailto:csas@csas.cz)  
Website: [www.csas.cz](http://www.csas.cz); [www.erstecorporatebanking.cz](http://www.erstecorporatebanking.cz)

## **Ombudsman of the Česká spořitelna Finance Group:**

Olbrachtova 1929/62, 140 00 Prague 4  
[ombudsman@csas.cz](mailto:ombudsman@csas.cz), tel.: 956 717 718

Bank code for the payment system: 0800  
Bank BIC/SWIFT code: GIBACZPX  
Telex: 121010 spdb c, 121624 spdb c, 121605 spdb c  
Reuters: SPOPsp.PR

## **Supervisory body:**

Czech National Bank, registered office Na Příkopě 28,  
115 03 Prague 1

## **Main line of business:**

Provision of banking services based on a banking licence according to the Banking Act No. 21/1992 Coll. which also contains authorisation to provide investment services according to the Business Activities on the Capital Market Act No. 256/2004 Coll.