

SPECIAL BUSINESS TERMS AND CONDITIONS of Česká spořitelna, a.s. for MultiCash Direct Banking Service

I. Specification of Scope

1. Business terms and conditions of Česká spořitelna, a.s. for MultiCash Direct Banking Service (hereinafter "MultiCash Service") (hereinafter the "Terms and Conditions") regulate the rights and duties of physical persons, legal entities and Česká spořitelna, a.s. (hereinafter the "Bank") arising out of the MultiCash Direct Banking Service Contract (hereinafter the "Contract") or the Contract on Delivery and Use of Software for the MultiCash Direct Banking Service. The rights and duties established pursuant to above contracts are also governed by the General Business Terms and Conditions of Česká spořitelna, a.s. (hereinafter the "GTC"), with exception of articles: Primary Account, Serviced Accounts, User of Direct Banking Services (paragraph 3), Termination of Effect of Agreement on Provision of Direct Banking Services and Means of Security, which do not apply to the contractual relationship established under the above contracts.

II. Specification of Selected Terms

The terms introduced with the capital letters in the Terms and Conditions, the Contract, the Contract on Delivery and Use of Software for MultiCash Service, as well as in other documentation obligatory on the basis of an agreement between the Bank and the Client in relation to contractual relations established by the Contract or the Contract on Delivery and Use of Software for MultiCash Service, have the meaning assigned to them within definitions in Article II of the Terms and Conditions. If such terms are not defined in Article II of the Terms and Conditions, they have the meaning assigned to them in the GTC.

Electronic signature – data in electronic form which are attached to or logically associated with a data message and which serve as a method for unequivocal authentication of a signatory in relation to a data message.

Electronic data exchange – transfer of data the structure of which is defined by the Bank, between information systems via electronic means.

Security data – data used by Users for logging in the MultiCash Service, access to communication with the Bank and authorization of his Orders. A User shall acquire such data within the process of installation of software for the MultiCash Service, however, the User shall determine content of certain identification data himself. Security data may also include means and data for creation of an electronic signature. Detailed information is included in the User Manual for the MultiCash Service of Česká spořitelna and the Terms and Conditions.

Daily limit – defines the sum of amounts of outgoing Files. This limit is applied to each File irrespective of the File type and account to which it is addressed. Limits are set on a daily basis.

Client – subject (a physical person or a legal entity) concluding the Contract with the Bank and being an owner of the account to which the MultiCash Service relates to.

Electronic signature limit – defines the sum of amounts of individual payment orders in the outgoing File. The limit is always set per one outgoing File. A different limit may be set for each User.

Agreement on power of attorney for disposing of funds deposited in the account via software for the MultiCash Direct Banking Service – authorization granted by the Client to a legal entity for the purposes of enabling use of the MultiCash Service within representation.

Software – software necessary for use of the MultiCash Service handed over to the Client and installed by the Bank. In certain cases, at the Client's request, the Bank shall carry out alternative installation of the software or it shall not hand the software over.

Protocols – mean an agreement between the Bank and the Client specifying in particular detailed terms and conditions for provision of the MultiCash Services agreed in the Contract.

In the case of the Software handover, the Bank and the Client agree on its installation in the MultiCash Direct Banking Service Protocol containing in particular a list of Users authorized to dispose of funds in the Client's account, or to view the Client's accounts only. They further agree on the Protocol on MultiCash Direct Banking Service Activation containing an agreement on a selected type of the Software installation and handover of the Software on the basis of the Protocol. The Protocol on Servicing is made in the case of interference in the Software installation required by the Client.

Order – in particular, order to perform a payment transaction.

Direct communication – the manner of sending a File of the Client's Orders addressed to the Bank via the MultiCash Service that may be used especially in case of sending large number of transaction in a single File. The function reduces the time for processing the Files of Orders in the MultiCash application, however it circumvents all controls of the data format correctness. Thus, it is necessary to comply with the format for local, or foreign payments within the MultiCash Service, displayed on the Bank's website for the purposes of downloading (www.csas.cz).

Notice – means the Notice for the Clients of Česká spořitelna, a.s., or a part of it relating to the relevant Bank transaction, the valid wording of which is available for inspection at public areas of Points of sales and possibly also on the Bank's website (www.csas.cz), or any other communication of the Bank with whatever title being of a similar nature and content.

MultiCash SDS•24 Service – complementary service through which the Client may upgrade the MultiCash Service software in a remote manner.

MultiCash WEBSIGN•24 Service – within this complementary service, the Bank offers possibility to the Client to authorize the File sent to the Bank via the Software by affixing the Client's signature, in particular through the application in the internet browser.

Contract on Delivery and Use of Software for MultiCash Direct Banking Service – an agreement on handover of the Software and its installation concluded between the Bank and a legal entity (Authorized person) authorized by the Client for access to accounts kept by the Bank via the MultiCash Service.

Software protection – form of protection of the operational system and programs installed in the computer, as well as the data on the hard disk against unauthorized interference carried out in particular in the remote manner.

File – data in the format determined by the Bank and containing information addressed to the other Contractual party that may be automatically and clearly processed. Such information may be the Client's Order to the Bank.

Technical means – Client's equipment necessary for access to the MultiCash Service. Prerequisites to be satisfied by the Technical means are stated by the Bank in the User manual for the MultiCash Service of Česká spořitelna. These prerequisites are available for download on the Bank's website (www.csas.cz).

Signature Type – defines the extent of the User's authorization for approval of Files.

User – a physical person (identification data holder) authorized by the Client in the MultiCash Direct Banking Service Protocol to dispose of funds deposited in a specified account or to view an account. Should the MultiCash Service be used by persons authorized to act on behalf of the Client without authorization, e.g. by title of execution of the office of the statutory organ, such persons must have the statute of a User.

User manual for the MultiCash Service of Česká spořitelna – contains detailed specification of prerequisites and manners of using the MultiCash Service, as well as specification of certain binding procedures the prerequisites of which are stipulated in the Terms and Conditions. The Manual is issued by the Bank in the electronic form only and it is handed over to the Client upon the Software installation. Its upgraded version is available to the Client on the Bank's website (www.csas.cz).

Authorized person – a legal entity authorized by the Client for access to the Client's accounts via the MultiCash Service on the basis of the power of attorney that concludes or concluded the Contract or the Contract on Delivery and Use of Software for MultiCash Service with the Bank.

Application for Public Key Registration – a document drawn up jointly by the User and the Client for the purposes of the MultiCash Service activation. It is a written expression of a part of the data constituting the Electronic Signature and deposited at the communication media of individual Users. The Application is signed by the User and the Client. Without delivery of the Application to the Bank it is impossible to carry out User's activation.

III. Scope and Manner of Providing Services

1. The subject of the MultiCash Service is the disposal of funds deposited in the account or acquisition of information on the Client's account in a remote manner by using electronic communication means. Conclusion of the Contract may constitute a condition for agreement on certain complementary products of the Bank.
2. MultiCash Service is provided by the Bank to the scope and according to the rules stipulated in the Contract, the Terms and Conditions and the User manual for the MultiCash Service of Česká spořitelna (hereinafter "Manual").
3. MultiCash Service is provided on the basis of use of technical means for the purposes of electronic data exchange.
4. Should the handover of a relevant technical equipment be the condition for provision of the MultiCash Service in the meaning of the Contract and the Terms and Conditions, the Bank and the Client shall agree after conclusion of the Contract on handover of relevant technical equipment on the basis of the Protocol (hereinafter "the Software") necessary for ensuring the electronic data exchange between the Bank and the Client. Concurrently, the Bank shall conclude a sub-licence contract with the Client within the frame of the Contract authorizing the Client to use the handed over Software.

IV. Rights and Obligations of the Client and the User in relation to the MultiCash Service

1. Following the receipt of the Security data, it is necessary to log in to the MultiCash Service system according to the rules stipulated in the Manual concurrently determining also rules for subsequent logging in to the system. The User is obliged to include the Security data assigned to him in all data sent via the MultiCash Service.
2. The Client commits himself/itself to determine limits of transactions carried out via the MultiCash Service for individual accounts in the MultiCash Direct Banking Service Protocol (hereinafter "the Protocol").
3. The Client commits himself/itself to hand over the Application for Public Key Registration to the Bank's Point of sale with the Client's signature and the signature of the MultiCash Service User, including determination of the name and surname of the User, as well as his birth certificate number, who shall subsequently sign Orders addressed to the Bank by means of the registered signature. The Bank shall not be in default in provision of the MultiCash Service up to delivery of the duly completed Application for Public Key Registration to the Bank's Point of sale keeping a relevant account. The Client acknowledges that the Bank will not allow the User concerned to access the MultiCash Service and it will not be in default in providing the MultiCash Service until the User concerned is identified in the manner anticipated by legislation regarding the measures against legitimization of the proceeds of crime and financing of terrorism (especially by the Act No. 253/2008 Coll. on certain measures against legitimization of the proceeds of crime and financing of terrorism). The Client and the User concerned are obliged, in connection with performance of the Bank's obligations set out especially by the Act No. 253/2008 Coll. on certain measures against legitimization of the proceeds of crime and financing of terrorism, to provide the Bank or other entity performing identity verification or other related acts with all necessary cooperation.
4. When disposing of funds deposited in the account in a foreign currency via the MultiCash Service, the Client further commits himself/itself:
 - a) to comply with obligations imposed on the Client by generally binding foreign exchange regulations (hereinafter "foreign exchange regulations");
 - b) to deliver to the Bank the following documents according to provisions of foreign exchange regulations:
 - valid special permit, should these regulations require submission of such permit,
 - or
 - documents proving the exception not to submit special permit that applies to the required payment,

In particular at least one day prior to dispatch of the foreign payment order by electronic means. The Client further commits himself/itself to write the reference number of a relevant special permit or relevant documents proving the said exception on the foreign payment order;

c) to submit documents at the Bank's request proving the purposes of the required payment.

5. The Client commits himself/itself to pay fees to the Bank for acts related to negotiating and using the MultiCash Service according to the Tariff of Fees of Česká spořitelna, a. s., for banking transactions (hereinafter "Tariff of Fees") valid and effective at the time of execution of the act by the Client, unless the Terms and Conditions stipulate otherwise. By signing the Contract, the Client also gives the order to the Bank to debit all his monetary obligations against the Bank arisen in connection with the agreement on and use of the MultiCash Service to the account determined in Article II of the Contract in order to pay prices for the MultiCash Service. The condition for determination of such account is the concurrent provision of the MultiCash Service to this account. Should the Client fail to determine such account or should there be insufficient funds in the thus determined account, the Bank shall be entitled to settle the receivable from the Client also from other Client's accounts kept by the Bank and assigned to the MultiCash Service. The Client shall bear all costs related to the data transfer between the Client and the Bank by MultiCash Service.
6. If the Client decides to cancel an Order sent via the MultiCash application, he/she may do so in accordance with Article Revocation of Payment Order and Consent of Client of the GTC. Contrary to the agreement specified in this article of the GTC, Orders with Deferred Maturity may be cancelled before 4 pm of the business hours (specified for the MultiCash Service in the Notice) preceding the acceptance of such Order (Order Maturity Instant).

V. Rights and Duties of the Bank in relation to the MultiCash Service

1. When providing the MultiCash Service according to these Terms and Conditions and the Contract and under the condition that the User complied with the procedure according to the Contract and rules stipulated in the Terms and Conditions and in the Manual, the Bank commits itself to provide to the User acting in the Client's name the required information on the accounts and to accept User's Orders in respect to the disposal of funds in the accounts provided that the agreed conditions for their acceptance are met.
2. The Bank commits itself to verify whether the sent Orders include the User's Security data prior to executing transaction in the accounts according to par. 1 of this Article, and whether the Order is authorized in the manner determined in the Protocol, and whether it is made in the manner anticipated in the Terms and Conditions and in the Manual. Otherwise the Bank shall not be obliged to further examine the data stated in the Order (except for prerequisites required for the Order to be accepted).
3. The Bank shall execute the Client's Orders under the conditions stipulated by the General Business Terms and Conditions of Česká spořitelna, a.s.. The Client shall be entitled to hand over Orders to the Bank (in particular payment orders) with the due date not exceeding thirty days of their handover.
4. Should the Order sent to the Bank include the User's Security data not corresponding with the agreement according to the Protocol, or should subsequently (i.e. after the issue of the User's instruction) a violation of the issued Order be obvious (in the meaning of violation of data integrity), or another obvious additional interference by a third person not authorized to do so, the Bank shall reject such an Order. Further, the Bank shall not execute the Order if it is not made in compliance with the principles stipulated in the Terms and Conditions and in the Manual. The Bank shall be also entitled not to execute the Order, should the Client use the software function Direct communication according to Article IX, par. 7 of the Terms and Conditions for handover of the Order and should he/it fail to comply with the conditions stipulate therein.
5. The Bank shall update instructions in the Manual. The Bank commits itself to inform the Client in a suitable manner and at least 1 month in advance about such update, or amendment of the Manual respectively, about the effective date, and to disclose new, or amended wording of the Manual respectively, in view of the fact that the Manual is issued solely in the electronic form on the Bank's website (www.csas.cz). This does not apply if the Bank is obliged to proceed, when informing of an amendment to the Manual, in the way as described in Article IX, point 11 of the Terms and Conditions.

VI. Rights and Duties of the Parties to the Contract in relation to the Software

1. The Bank commits itself:
 - a) to hand over relevant software (the scope of software provided by the Bank is stipulated in the Protocol on MultiCash Direct Banking Service Activation) necessary for electronic data transfer via the MultiCash Service in the meaning of the Terms and Conditions to the Client or a person determined by the Client on the basis of a Protocol within an adequate period of time after conclusion of the Contract;
 - b) to carry out the first Software installation and to verify its functionality in the Technical means and at the place determined by the Client. The Bank further commits itself to train the Client, as well as other Users of the MultiCash Service provided according to the Contract within the installation in servicing the Software.

The Client and the Bank shall make a Protocol on MultiCash Direct Banking Service Activation about such facts in the meaning of Article III, point 4 of the Terms and Conditions.

2. The Client commits himself/itself to provide necessary interaction to the Bank for its compliance with its duties according to Article VI of the Terms and Conditions.
3. Third parties' Software

The obligation to hand over the Software shall not arise to the Bank under the condition that the Client intends to use software delivered by an entity other than the Bank (e.g. MultiCash Transfer) for access to the MultiCash Service. The Client's intention is reflected in the agreement of the Parties to the Contract in the MultiCash Direct Banking Service Protocol, as well as in the Protocol on MultiCash Direct Banking Service Activation. In such case, the Bank only commits itself to provide sufficient level of interaction to the Client, necessary for ensuring the data exchange between the used software and the Bank's relevant application.

In such case, no provisions of the Contract and documents legally binding on the Parties to the Contract and regulating provision, use and management of the Software shall apply to the contractual relations between the Bank and the Client. In such case, the contractual relationship between the Bank and the Client shall not be governed by the content of the Manual handed over to the Client either.

The Bank and the Client shall make the MultiCash Direct Banking Service Protocol, the Protocol on MultiCash Direct Banking Service Activation and the Application for Public Key Registration. The Client in these documents only does not state the data concerning explicitly the used software.

Should the Client use software delivered by another entity for his access to the MultiCash Service, the Bank shall not be responsible for permanent availability of the MultiCash Service and for correct handover of Orders to the Bank via the chosen software. The Bank shall not be responsible for possible damage caused to the Client as a consequence of late delivery of an Order made and sent to the Bank via the used software, impossibility to process it due to technical insufficiencies, e.g. the format or the data integrity, should such facts occur due to the impact of software used by the Client.

The Client acknowledges that in the case of use of the MultiCash Transfer application, complementary services the provision of which may be agreed with the Bank within a relevant Amendment to the Contract, may not be available to the Client.

4. Sub-licence contract

By conclusion of the Contract or the Contract on Delivery and Use, the Bank provides non-exclusive, non-transferable and timely unrestricted right to the Client to use the Software in relation to the Bank, in particular for the purposes of handing over Orders and for using other available services of the Bank. The right is granted solely for the period of effectiveness of the Contract or the Contract on Delivery and Use. The Client shall not be entitled to make copies of the handed over Software, to enable its use to third persons who are unauthorized to use it on the basis of the sub-licence granted to the Client. The Client shall not be entitled to assign the granted right without the Bank's approval and to provide the sub-licence in respect to the Software to a third person. The sub-licence is granted for the benefit of the Client and each physical person authorized by the Client for access to the Client's accounts kept by the Bank via the MultiCash Service. The Client shall pay the price for the agreed sub-licence within the regular monthly fees in respect to accounts managed via the MultiCash Service.

The Authorized person shall pay to the Bank a lump-sum fee for the handover of the Software and its installation and for the sub-licence provided. Should the Client be directly bound to pay such fee, it shall apply that the sub-licence agreement is concluded with the Authorized person without consideration.

5. Software installation

The Client and the Bank may also agree that the Software installation shall not proceed in the manner anticipated in Article VI, point 1, letter b) of the Terms and Conditions, but that on the basis of an agreement between the Bank and the Client alternative Software installation methods may be used. An agreement on alternative Software installation between the Client and the Bank is included in the Protocol on the MultiCash Direct Banking Service Activation.

Under the condition that the Client has already installed software necessary for access to the MultiCash Service (e.g. by title of the contractual relationship with a third person), installation and access to the MultiCash Service may be carried out on the basis of an agreement with the Bank as follows:

- a) Only a partial installation shall be carried out, ensuring that the Client's software configuration is capable to enable the data communication with the Bank and thus to establish access to the MultiCash Service. It further includes amendment or extension of the Client's software by the Software determined in the Protocol on MultiCash Direct Banking Service Activation. In the case of such Bank's interference carried out at the Client's request, it shall always apply that the original software installation originally at the Client's disposal shall remain to the Client for his use. However, the said installation form is possible only in the case that the Client has the version of the software stipulated in the Manual, or possibly a newer software version. In the case that the Client's current software version does not comply with this condition, the Bank shall only re-install its software according to letter b) of this paragraph. The Bank shall arrange for training solely at the Client's explicit request.

The Client represents that the Bank may carry out installation of the Software in the manner and to the scope determined in the MultiCash Direct Banking Service Protocol and in the Protocol on MultiCash Direct Banking Service Activation, and that it is liable for the fact that the carried out installation shall not affect third persons' rights. The Client also represents to be aware of the fact that following installation and access to the MultiCash Service in this manner all functions and complementary services so far used by him/it may not be available to him/it in relation to third persons. The Bank shall not be liable for damage caused as a consequence of such unavailability or loss of function. The Bank shall not be liable for damage caused as a consequence of incorrect configuration of the Technical means and the Software carried out by the Client. The Bank shall be obliged to comply with the obligation established by Article IX, par. 4 of the Terms and Conditions in the case of this form of installation only in relation to the interference carried out by the Bank. All other rights and obligations of the Parties to the Contract ensuing from the Contract, the Terms and Conditions and the Manual shall remain unaffected in the case of partially agreed installation.

- b) Re-installation of the Client's software is carried out. At the Client's specific request, re-installation of the existing software by the version of the Software distributed by the Bank at the time of re-installation is carried out. The Bank shall arrange for training solely at the explicit request of the Client. The Client represents that the Bank may carry out installation of the Software in the manner and to the scope determined in the MultiCash Direct Banking Service Protocol and in the Protocol on MultiCash Direct Banking Service Activation, and that it is responsible for the fact that the carried out installation does not affect third persons' rights. The Client also represents that he/it is aware of the fact that following access to the MultiCash Service in this manner all functions and complementary services so far used by him/it may not be available to him/it in relation to third persons. All other rights and obligations of the Parties to the Contract ensuing from the Contract, the Terms and Conditions and the Manual remain unaffected in the case of agreed re-installation of the Software.

- c) The Client and the Bank may agree on additional installation of the Software on the basis of the Client's requirement. Each installation of the Software carried out at the time when the Client already uses the MultiCash Service, regardless of whether directly or within representation, shall be considered additional installation. The Bank shall arrange for training solely at the explicit request of the Client. The second and the subsequent installations are subject to consideration according to the Tariff of Fees of Česká Spořitelna, a.s. valid on the day of installation and corresponding to the installation carried out for the first time.
- d) The Bank shall not be obliged to carry out installation of the software on the condition that the Client, who intends to use the MultiCash Service, states that the necessary Software is available to him on the basis of an agreement with another current Client who has already installed the necessary Software. The Client's statement of this fact is included in the MultiCash Direct Banking Service Protocol. Rights and duties of the Bank and the Client with this type of MultiCash Service remain unaffected in relation to the Software except the obligation to pay fees related to ensuring the installation, administration and maintenance of such software.

6. Software Upgrading

The Client is recommended to maintain the handed over Software on the level of its last version distributed by the Bank, in particular in view of availability of offered functions, complementary services and support. The Client shall be obliged to maintain information in the latest available version necessary for use of the MultiCash Service without defects and for the use of the Software. The Client shall control updated information always after 14 days by viewing the Bank's website. The precise address of the website, as well as other possible instructions, are included in the Manual.

Should the Client require the upgrade of the Software in spite of circumstances excluding such upgrade of the Software (legal relationship with a third person, technical obstacles), the Client shall be fully liable for any damage or consequences caused or those that might be caused by carrying out the upgrade.

Should the Client had access to the MultiCash SDS•24 Service, the Bank recommends to carry out upgrade via this service. The detailed information on prerequisites for use of the MultiCash SDS•24 Service is included in the Manual.

7. Outsourcing

The Parties to the Contract agree that the Bank shall be entitled to assign another person to satisfy its obligations according to Article VI of the Terms and Conditions, should it bound such person in advance by the obligation not to disclose facts concerning the subject and performance of the Contract. The Client shall be informed about authorization of another person prior to the time when the Bank commences to perform its obligations according to the Contract.

VII. Use of the MultiCash Service within Representation

1. Representation by physical persons

The Client grants authorization for access to accounts via the MultiCash Service to physical persons by specifying them in the MultiCash Direct Banking Service Protocol and determining the scope of their authorization. Verification whether an Order addressed to the Bank was issued on behalf of the Client by an Authorized person (hereinafter "the User") is carried out within the communication via the Software explicitly at the level of the User's Security data. Only a physical person may acquire the statute of the User.

2. Representation by legal entities

In the case that the Client authorizes a legal entity's access to accounts via the MultiCash Service, the Client shall do so by issuing the power of attorney for disposal of funds deposited in the account via the Software for the MultiCash Service (hereinafter "the Power of attorney"). The Power of attorney must be made in writing and it shall bear the officially certified signature of the donor of Power. The official certified signature is not required in the case of the Power of attorney granted by the Bank. In special cases requiring special attention, the Bank reserves the right not to accept the Power of attorney. A legal entity authorized by the Client for access to the Client's accounts via the MultiCash Service (hereinafter "the Authorized person") is entitled to conclude a Contract on Delivery and Use of the Software for MultiCash Service with the Bank (hereinafter "the Contract on Delivery and Use"), unless it concluded or shall conclude a direct Contract with the Bank.

- a) The Client and the Bank agree that the obligation to hand over the Software and to install it first time according to Article VI, par. 1 of the Terms and Conditions shall not arise in the case that the Client authorized a subject (Authorized person) for the access to his/its accounts via the MultiCash Service on the basis of the Power of attorney, and such Authorized person uses the Software for access to the MultiCash Service handed over or to be handed over to the Authorized person by the Bank on the basis of the contractual relationship concluded or to be concluded with such Authorized person, and the Client concurrently does not request handover of the Software for his own direct use. Even after granting such Power of attorney, the Client shall be entitled to request the Bank to carry out additional installation in the meaning of Article VI, par. 5, letter c) of the Terms and Conditions. To avoid doubts, it shall apply that the Bank shall confirm by signature affixed to the written Power of attorney granted by the Client that the Bank recognizes such authorization and the Authorized person shall confirm by its signature that it accepts the power of attorney, including consequences resulting from its acceptance for the contractual relations between the Client and the Bank. However, the Bank's obligation to hand over the Software to the Authorized person shall arise only upon conclusion of a relevant contractual relationship (conclusion of the Contract or the Contract on Delivery and Use).
- b) It shall be subsequently determined according to the content of the Power of attorney whether fees related to the acts of the Bank concerning the Software are paid by the Client or whether the Authorized person is directly bound to pay such fees.
- c) The Bank shall not be liable for damage possibly caused to the Client in connection with the Authorized person's failure to conclude a Contract on Delivery and Use or the Contract within an adequate period of time after the issue of the Power of attorney recognized by the Bank, or if the Authorized person fails to provide sufficient interaction for the purposes of arranging for access to the MultiCash Service via the relevant Software after conclusion of the Contract. On the above grounds, the Bank shall not be in default vis-a-vis the Client.

- d) The Client recognizes that should the Authorized person breach the obligations or the Bank's instructions included in the Contract or in the Contract on Delivery and Use, as well as in other binding contractual documentation, the Bank shall not be in default and it shall not be liable for possible damage caused to the Client due to interruption, discontinuance or misuses of the MultiCash Service as a consequence of such Authorized person's conduct.
- e) Should the contractual relationship between the Bank and the Client expire on any grounds, resulting thus in expiry of the Authorized person's authorization to use the handed over Software, and should not the Client himself/itself, or within the representation, use access to the MultiCash Service via another Software installation, the Bank shall not be in default in provision of the MultiCash Service to the Client and the Bank's obligation according to Article VI, par. 1 of the Terms and Conditions shall not be established, and the Contract concluded between the Bank and the Client shall not expire. Should such situation occur, the Client shall be obliged to inform the Bank whether or whether not he further intends to use the MultiCash Service and in what manner. The Bank considers the time of expiry of the Power of attorney granted to the Authorized person by the Client to be the expiry of the contractual relations between the Bank and the Authorized person.
- f) Should the Client withdraw the Power of attorney or should the Authorized person give notice of termination of the Power of attorney, the Bank shall consider such fact reported only if provided in writing. In the case that the Authorized person or the Client fail to hand over the notice or withdrawal concerning the power of attorney in person, signatures on the notice or the withdrawal of concerning the Power of attorney or on the notification informing the Bank is of these facts must be officially certified, unless they are made in writing before the Bank.

VIII. Complementary Products to the MultiCash Service

The Client and the Bank agree on provision of a complementary product to the MultiCash Service in the Amendment to the Contract on MultiCash Direct Banking Service on Provision of Complementary Services (hereinafter "the Amendment to the Contract"). Conclusion of the Amendment to the Contract is subject to the existence of a valid and effective Contract. The contractual conditions stipulated below under letter A et seq. shall always apply to a part of the Amendment to the Contract that is relevant for a complementary product contractually regulated by the thus designated provision of the Terms and Conditions. In the case of agreement on provision of a complementary product to the MultiCash Service, the Client and the Bank shall make the MultiCash Direct Banking Service Protocol extended by the specification of a relevant complementary service. Should the obligation of the Bank arise as a consequence of an agreement on a certain complementary service to hand over the necessary Software, the Bank and the Client shall also make the Protocol on MultiCash Direct Banking Service Activation, reflecting handover of such software. Rules applying to the related contractual documentation are identical with the rules included in Article IX, par. 1 of the Terms and Conditions.

The provisions of the Contract, the Terms and Conditions and the Manual shall also apply to the below stated complementary products. Provisions that may not be applied directly shall be applied appropriately, unless their application is excluded, both explicitly and on the basis of its character.

A. MultiCash WEBSIGN•24 (MC WEBSIGN•24)

1. The Client and the Bank may agree on provision of the complementary service MC WEBSIGN•24. The subject of the MC WEBSIGN•24 service is provision of an additional level of control and securing the authorization of Orders addressed to the Bank, in particular via the remote access to the issued Orders and to their additional authorization (giving consent to the execution of a payment transaction on the basis of such an Order). The Client's technical means must satisfy conditions determined by the Bank for use of the MC WEBSIGN•24 complementary service. Their detailed description is included in the Manual. The condition for use of the complementary service MC WEBSIGN•24 is the use of necessary Software. The Bank commits itself to make available necessary Software to the Client; the description of the procedure through which the Client shall acquire such Software is included in the Manual. The subject of the sub-licence agreement agreed with the Client under Article VI, par. 4 of the Terms and Conditions is also the Software acquired by the Client according to the procedure under the Manual on the basis of the concluded Amendment to the Contract. The price for provision of the sub-licence to the relevant Software is agreed within the price of the complementary service MC WEBSIGN•24.
2. By concluding the Amendment to the Contract and the MultiCash Direct Banking Service Protocol, the Client determines the scope of the provided service by specifying accounts assigned to the MultiCash Service and further he authorizes persons – Users stipulated in the MultiCash Direct Banking Protocol to control and authorize orders by means of co-authorization, using the assigned Electronic signature. The User of the MC WEBSIGN•24 service has also Security data at his disposal (in particular means for creation of Electronic signature) and he shall be obliged to comply with obligations agreed in Article IX, par. 5 of the Terms and Conditions in relation to such Security data.
3. Possible use of the MC WEBSIGN•24 service is determined in the Manual together with requirements for the Client's Technical means.
4. The Client commits himself/itself to pay fees for the MC WEBSIGN•24 service according to the Tariff of Fees valid and effective at the time of execution of the act by the Client. Fees for the service according to the previous sentence shall be paid in the manner agreed according to Article IV, par. 7 of the Terms and Conditions.

B. Orders in the format of MT101 reports handed over via the SWIFT system

1. The Client and the Bank may agree on provision of a complementary service consisting in handover of the Order made by the Client for execution to another provider of payment services via the SWIFT system, in particular in the format of MT101 report. MT101 reports may be generated via the MultiCash Service. As for their generation, it is necessary that the relevant Software used by the Client for making reports in the MT101 format has configuration enabling the Bank generation of MT101 reports and their handover. Client's Technical means must comply with requirements stipulated in Article IX, par. 2 of the Terms and Conditions.

The subject of a sub-licence contract concluded with the Client under Article VI, par. 4 of the Terms and Conditions is also the Software handed over on the basis of an agreement included in the Amendment to the Contract and in a relevant

MultiCash Direct Banking Service Protocol. The price for provision of a sub-licence for the relevant Software is agreed within the price for the Service consisting in handover of Orders in the format of MT101 reports via the SWIFT system.

2. The subject of the Amendment to the Contract is the obligation of the Bank to send a report handed over to the Bank by the Client to another provider of payment services, as determined by the Client via the Software, containing the Order to effect payment transactions debiting an account determined in the report and kept by such provider of payment services. The object of the Amendment further includes the obligation of the bank to hand over the Software to the Client enabling him/it to generate and hand over MT101 reports.
3. A prerequisite for provision of the service Handover of the Client's Order in the form of MT101 report for execution to another provider of payment services is the existence of contractual relationship between the Bank and a provider of payment services chosen by the Client, regulating terms and conditions for the handover of such MT101 report.
4. When concluding the Amendment to the Contract, it is necessary to document to the Bank that the Client is entitled to dispose of the funds deposited in the accounts that are to be affected by the Orders.

The Bank requests such fact to be proved by a written statement of a provider of payment services keeping the account concerned, that shall confirm the Client's authorization to dispose of funds deposited in this account on the basis of prior authorization granted by the owner of the account concerned. The Bank requests such statement to include determination of accounts the Client is entitled to debit by Orders in the format of MT101 reports, determination of data clearly identifying the Client, the owner of the account concerned and a provider of payment services issuing such statement. In cases requiring special attention, the Bank reserves the right to request also submission of a relevant power of attorney from the Client, issued by an owner of the account concerned and justifying the Client to dispose of funds deposited in this account via sending reports in the MT101 format.

The Bank considers the Client a person authorized to issue Orders for dispatch to a relevant provider of payment services up to the moment the Bank learns that the power of attorney issued by the owner of the account for the benefit of the Client is recalled or about occurrence of another fact resulting in ineffectiveness of the Client's authorization according to the first sentence, Article VIII, letter B, par. 4 of the Terms and Conditions. In such case, the Bank shall be entitled to terminate provision of the service Handing over Orders in the format of MT101 reports via the SWIFT system immediately.

5. The Bank shall be responsible to the Client for sending the handed over MT101 report to the determined provider of services within the agreed term under the condition that the Client complies with the rules determined for the MultiCash Service as well as for the complementary service Handing over Orders in the format of MT101 reports via the SWIFT system. The Bank commits itself to hand over the Order in the format of MT101 report for delivery via the SWIFT system within one hour of receiving it from the Client in a due form, however, only between 7:30 to 18:00 o'clock during days being Business days according to the General Business Terms and Conditions of Česká spořitelna, a.s. In the case that the Order in the form of MT101 report is delivered to the Bank outside of the determined hours or on the day that is not a Business day, the one-hour term shall commence to run on the nearest following Business day.

The Bank shall not be responsible for execution of the Order included in the report of MT101 format in compliance with the Client instruction, within the agreed time and without defects, by a provider of payment services to whom the Bank is obliged to send the report. The Bank shall not be obliged to control the content of the report handed over in the MT101 format, in particular in the meaning that all items required by a provider of payment services who is to execute the Order are included in the report so that the Order may be correctly processed and executed. The Bank shall not be responsible for the fact whether a provider of the payment services determined by the Client accepts the report in the format of MT101 for processing, or whether it shall be capable to process it.

6. The Client commits himself to pay fees according to the Tariff of Fees valid and effective at the time of handover of reports to the Bank for the service consisting in handover of Orders in the format of MT101 reports via the SWIFT system. Fees for the service according to the previous sentence shall be paid in the manner agreed according to Article V of the Terms and Conditions.

C. Information on Accounts Handed Over via the SWIFT System

1. The Client and the Bank may agree on provision of a complementary service consisting in handover of information on accounts kept by providers of payment services other than the Bank via swift reports. The subject of the Amendment to the Contract is handover of information on accounts via swift reports that shall be sent to the Bank on the basis of a separate agreement between the Client or another entity and a relevant provider of payment services keeping the account concerned; the Bank shall subsequently arrange for their handover to the Client via the MultiCash Service.
2. The Client shall be obliged to state in the Amendment to the Contract the account to which information sent to the bank shall apply and which provider of payment services shall send them to the Bank. The Client shall be further obliged to document the fact to the Bank prior to conclusion of the Amendment to the Contract that the Client is authorized to acquaint himself with information concerning accounts concerned. In cases requiring special attention, the Bank reserves the right to verify facts included in documents that are to prove such Client's authorization via a provider of payment services keeping the account to which the handed over information relate. The Bank shall disclose the received information to the Client within one hour of receiving it in a due form from a provider of payment services, however only from 7:30 to 18:00 o'clock during days being Business days according to the General Business Terms and Conditions of Česká spořitelna, a.s. In the case that the received information is delivered outside of the determined hours or on the day that is not a Business day, the one-hour term shall commence to run on the nearest following Business day.
3. The Client recognizes that the condition for provision of the service consisting in handing over information on accounts via the SWIFT system is the conclusion of a separate agreement with a provider of payment services keeping the account concerned, in which such provider commits itself to send the handed over information to the Bank. In order to avoid doubts, the Bank shall not be in default in provision of the service, in the case that a provider of payment services keeping the account concerned fails to send information on such account to the Bank in compliance with such separate agreement.

The Client acknowledges that the Bank does not check, and it is not obliged to do so except for verification according to Article VIII, C, par. 2 of the Terms and Conditions, whether the account on which information is to be sent to the Bank by another provider of payment services, is actually kept by such provider of payment services; whether the account

concerned belongs to the subject that authorized the Client to acquire handed over information; whether information is handed over in compliance with an agreement concluded between the Client and a provider of payment services sending such information. The Client is fully responsible for the fact that no breach of banking secret occurs on the basis of handover of information on the account concerned.

The Bank shall only determine whether the report containing the handed over information is sent by the bank service provider stated by the Client, whether it concerns the account specified by the Client, and it shall be responsible for the handover of such report to the Client within the time and in the manner agreed in the Amendment to the Contract. The Bank's statement also fully specifies its liability ensuing from the relationship established by the Amendment to the Contract in relation to the complementary service Handover of information on the account via the SWIFT system.

4. The Client commits himself to pay fees for the service Handing over information on accounts via swift reports according to the Tariff of Fees valid and effective at the time of handing over the information by the Bank. Fees for the service according to the previous sentence shall be paid in the manner agreed according to Article V of the Terms and Conditions.

D. Operating of Collection Accounts via MultiCash Service

1. In compliance with the Contract on Payment System Data Transfer via electronic file (Data Transfer Contract) and the Terms and Conditions of Česká spořitelna, a.s. for transferring payment system data via electronic file („Data Transfer conditions“) the Bank and the Client can agree on delivery of Client Orders and delivery of information to Client in relation to the relevant Collection Account, which is kept by the Bank on the basis of the Data Transfer Contract, via MultiCash Service. The Collection Account means an account opened and kept by the Bank for the Client with a view of performance of the subject matter of the Data Transfer Contract.

The Agreement on access to the relevant Collection Account via the MultiCash service is included in the Contract, thus in this case the Bank and the Client do not arrange an Amendment to the Contract, but the respective agreement is represented by indicating the relevant Collection Account in Article II of the Contract. In the case of delivery of Orders and obtaining information on the relevant Collection Account, the rules contained in the GTC according to Article V, par. 3 shall not be applied to the contractual relations between the Bank and the Client established by the Contract, but the regulation provided for in the Data Transfer Contract and in the Terms and Conditions of Data Transfer shall be applied.

IX. Joint and Final Provisions

1. Related contractual documentation

The Parties to the Contract agree that the following rules shall apply in order to the contractual documentation being valid and effective.

- a) The related contractual documentation shall in particular include the MultiCash Direct Banking Service Protocol, the Protocol on MultiCash Direct Banking Service Activation, the Protocol on Servicing, the Application for Public Key Registration. To avoid doubts, it shall apply that the related contractual documentation also relates to and is acquired for the purposes of the Contract on Delivery and Use of the Software for MultiCash Service concluded with the Authorized person.
 - The Bank and the Client shall make the MultiCash Direct Banking Service Protocol always when the Software is handed over in the meaning of the Terms and Conditions, or in the case of a change in the person(s) of the User, or possibly in the case of a change in the scope of provided MultiCash Service on the basis of an agreement with the Client. The Direct Banking Service Protocol contains clear determination in respect of each individual Software installation realized on the basis of an agreement with the Client. The last agreed MultiCash Direct Banking Service Protocol is always effective in respect to each individual Software installation and it always fully replaces the previous Protocol.
 - The Bank and the Client shall always make the Protocol on MultiCash Direct Banking Service Activation in the case of the Software installation (regardless of its form in the meaning of Article VI, par. 5 of the Terms and Conditions). The content and effectiveness of the Protocol on MultiCash Direct Banking Service Activation shall have no impact on the fact that another Protocol on MultiCash Direct Banking Service Activation is subsequently made as a consequence of the Bank's interference in the identical installation on the basis of the Client's request, consisting for instance in delivery of necessary Software.
 - The Bank and the Client shall make the Protocol on Servicing always in the case of interference in the Client's Software consisting in adjustment of Software configuration or another act.
 - The Bank and the Client shall always agree on the Application for Public Key Registration in the case that the Client authorizes a physical person as the User with access to the Client's accounts via the MultiCash Service or in the case that the existing User will use different Electronic signature in the future. The received Application for Public Key Registration shall remain effective up to the expiry of the authorization of the User concerned to use the MultiCash Service on behalf of the Client, or in the case of loss or blockage of the Electronic signature concerned and subsequent generation of a new Electronic signature.
- b) It shall apply that, under the condition that the Client authorized access to his accounts kept by the Bank by a legal entity (Authorized person), the Client will not agree on related contractual documentation in relation to the Software used by such Authorized person for its access to the MultiCash Service. Subsequently, the related contractual documentation in respect of such Software shall be agreed between the Bank and the Authorized person within their contractual relations based on the Contract or the Contract on Delivery and Use.

2. Technical prerequisites for the MultiCash Service

Client's Technical means intended for the use of the MultiCash Service must satisfy the parameters specified in the Manual. The updated valid version of the Manual is available on the Bank's website (www.csas.cz).

3. Availability of the MultiCash Service

- a) The Bank usually provides the MultiCash Service 24 hours a day, 7 days in a week, provided the Client has set up the Software configuration for the MultiCash Service in a manner anticipated in the Manual, the Bank however do not commit itself to provide the MultiCash Service continuously and without any interruption.

In the case of non-compliance with the prerequisite under the preceding sentence, the Client acknowledges that he/she may not have available uninterrupted access to the MultiCash Service without the interference in the Software configuration. The detailed description of the corresponding configuration is included in the Manual.

- b) The Bank reserves the right not to provide the MultiCash Service in exceptional cases, in particular in the case of external impacts and planned outages necessary for servicing. The Bank commits itself to inform the Client about unavailability of the MultiCash Service in an appropriate manner. However, this information obligation of the Bank shall not apply to unanticipated outage or breakdown, in particular in the case of unavailability of the service caused by external circumstances.
- c) The Bank shall not be liable for damage caused to the Client in connection with temporary unavailability of the MultiCash Service, caused in particular by external impacts independent of the Bank's will.

4. Technical and operational support

On working days MultiCash service support shall be provided to the Client by the Bank. Contact data where clients can receive technical and operational support are contained in the Manual and on the Bank's web page.

5. Safety, risk of misuse

- a) The Bank shall be obliged to carry out all measures for ensuring safety of all systems and processes ensuring operation of direct payment services against the possibility of acquisition of the User's Security data from the Bank's systems and records by an unauthorized person and their misuse. However, the Bank shall not be responsible for disclosure of the Security data, should it be caused by the Client or persons authorized to use the MultiCash Service by the Client, or by data transfer via communication channels that are not under the Bank's control.
- b) The User shall be obliged to ensure that no third person, including persons having co-disposition rights, is acquainted with or uses his Security data determined for the use within the MultiCash Service. The User shall be obliged to protect the Security data against loss, theft and destruction. The Client shall be obliged to arrange that the User handles the means as well as the data for creation of Electronic signature with due care in order to prevent their unauthorized use.
- c) Should the User have suspicion that an unauthorized person may know his Security data, or in the case of theft, loss, forgetting or misuse of this data, the Client or the User concerned shall immediately inform the Bank about such a fact. The Bank shall be entitled to carry out necessary security measures, in particular to block the use of the MultiCash Service, unless the Bank and the Client agree otherwise.
- d) Any loss/theft or misuse of Security Data shall be reported by the Client/User by phone or at the Bank's point of sale maintaining the account to which identification data were issued. Security Data loss/theft or misuse reported by phone must be confirmed by the Client next day before 10 am at the Bank's nearest point of sale. Security Data loss/theft or misuse reported by the User must be confirmed by the Client next day before 10 am at the Bank's nearest point of sale. Contact data for reporting loss/theft or misuse of Security Data are contained in the Manual and on the Bank's web page.

6. Responsibility

- a) The Client is recommended to have installed functional protection of technical means within the operational system for which Software was provided against unauthorized interference and to carry out regular control of Technical means used for MultiCash Service, in particular for the purposes of prevention and removal of a defective situation that might threaten safe use of the MultiCash Service.
- b) The Client is recommended to carry out backup of the Software provided to him within the installation according to Article VI of the Terms and Conditions in regular intervals, including data directly relating to the Software (files including provided orders, etc.). Failure to comply with this recommendation may lead to breakdown or a defect the removal of which would require repeated re-installation and loss of data. The Bank does not carry out backup process and it provides one of the possible procedures for creation of the backup to the Client in the form of an instruction stipulated in the Manual. The Bank shall not be responsible for the backup of the Software carried out in an insufficient or inappropriate manner, or possibly for damage caused during creation of the backup.
- c) The Client shall be responsible for operation of the Software, for maintenance of his Technical means relating to the MultiCash Service and for preservation of the condition, in particular of the Technical means, that shall not initiate defect, non-functionality or unavailability of the MultiCash Service.
- d) The Bank shall not be liable for damage caused to the Client due to incorrect Orders or Orders submitted late, or due to circumstances the Bank was unable to influence.
- e) The Bank shall not be liable for damage caused to the Client or a third person due to the use of the Software contrary to the licence granted according to Article VI, par. 4 of the Terms and Conditions.
- f) The Client recognizes that the Bank shall not be liable for damage caused to the Client by misuse of information provided via the data channels that are not under the Bank's control, such as a telephone or other data line.
- g) Transfer of liability for damage shall not pass to the Bank by realization of the recommendation under Article IX, point 6, letter a) of the Terms and Conditions by the Client in the case that the loss of functionality or misuse of the MultiCash Service occurred as a consequence of such interference against which the software protection was created. Concurrently, the Bank shall not be liable for loss of functionality or misuse of the MultiCash Service in case of a defect in a part of the Technical means other than the Software provided for the MultiCash Service. The Bank shall not be liable for loss of functionality or misuse of the MultiCash Service even in the case of a defect in the Software provided to the Client, should such defect be initiated by the Client's or a third person's interference, unless such Client's or a third person's interference occurred in compliance with the Manual.

- h) The scope of liability for damage to which the Bank is possibly committed is limited to actually caused damage only and it does not include lost profit and any other indirect or subsequent damage.

7. File format

Data files containing the Client's Orders shall be verified within the standard manner of communication from the point of view of corresponding formats to be complied with in order to be correctly processed by the Bank. In the case that the Client uses the possibility of the Software for MultiCash Service, the so-called Direct communication function, the control of the data format correction is not carried out. Should the Client send his Orders to the Bank in the data files by this manner, the Client shall be fully responsible for compliance with the data formats defined in advance. Their description is included in the Manual. Should the Client fail to comply with the data format when using the function Direct communication, the Bank shall be entitled to reject the Orders handed over in this way.

8. Delivery

The Client and the Bank agree that, in addition to the ways of delivering messages anticipated in the GTC, the Bank shall be entitled to send messages and instructions to the Client via the MultiCash Service. For this purpose, the Parties to the Contract agree that the location of the Software installation for MultiCash Service used by the Client directly or within the representation for the access to the MultiCash Service, shall also be considered the address determined for delivering messages. The Bank's messages shall be considered delivered at the time of becoming available at the Software for MultiCash Service, i.e. at the time the Client acquired possibility to acquaint with it. The Client shall be obliged to set up the Software for the MultiCash Service in the manner enabling receipt of the above messages and instructions. Description of the set up is included in the Manual.

9. Communication and evidence

- a) The Client agrees that all telephone calls between the Client and the Bank made in connection with the provision of the MultiCash Service are recorded by technical means of the Bank and archived.
- b) The Client and the Bank agree on use of the records as the evidence in the case of resolving complaints or for protection of justified interests of the Bank or the Client in the case of proceedings before courts or other administrative organs.
- c) The Parties to the Contract agree that the File exchanged and verified in compliance with the provisions of the Contract and in compliance with rules contained in the Terms and Conditions and in the Manual have the evidential value for the Parties to the Contract and the power of evidence comparable with the value of signed written documents.

10. Termination of the Contract, Client's death

- a) The Bank and the Client agree that the Contract (for purposes of Article IX, point 10 of the Terms and Conditions, the term Contract also means the Contract on Delivery and Use of the Software for MultiCash Direct Banking Service) shall expire on the day of termination of the contractual relationship based on the contract on account on the basis of which the Client determined the account for the purposes of the Contract in respect of which the MultiCash Service is provided. The Contract shall also expire on the day on which the Bank ceases to keep the Client's account in respect of which the MultiCash Service was provided, on the basis of an agreement, e.g. a change in the content of the contract on account. The Contract shall expire only to the scope agreed for such account; in the case that no other account in respect of which the MultiCash Service was provided is determined according to the Contract, the Contract shall expire in full.
- b) The Contract shall expire also in the case of the Client's death, in particular as of the day on which the Bank demonstrably learned about the Client's death.
- c) Clients who have entered into this Contract as Consumers or Small Entrepreneurs may terminate the contractual relationship under this Contract in accordance with the rules specified in the last paragraph of "Termination of Effect of Agreement on Provision of Services of Direct Banking" contained in GTC.

In cases where clients entering into this Contract are not Consumers or Small Entrepreneurs, either Party may terminate the Contract in writing without reasons. The term of notice is one calendar month and starts running from the first day of the calendar month following the month in which the notice was delivered to the other Party or, alternatively, the notice takes effect on the day specified in the notice. Settlement of prices for provided services in cases where the notice is given by the Client shall not be made according to the rule of proportionate amount charged for relevant time period. The Client and the Bank have further agreed that the Bank may terminate provision of MultiCash Services with immediate effect in the event of the Client's material breach of the Contract or the Terms and Conditions; in such case the Contract shall expire on the day to which the MultiCash Service is terminated. Unauthorized use of the MultiCash Service shall also be considered a material breach of the Contract. The Bank shall notify the Client about termination of Contract pursuant to the above reasons in writing.

- d) The day of termination of provision of the MultiCash Service shall be the lapse of the working day (24:00 o'clock) on which the Contract expired.

11. Amendments to the Terms and Conditions

Any amendment to the Terms and Conditions shall be subject to the rules agreed in GTC under Amendment of GTC (does not affect the article of GTC "Special Terms and Conditions for Clients who are not Consumers or Small Entrepreneurs").

- 12. The wording of the Terms and Conditions shall become valid and effective on April 1, 2011, and on this day the Business Terms and Conditions of Česká spořitelna, a.s. for MultiCash Direct Banking Service, which were effective from January 1, 2011, October 31, 2009, January 1, 2009, shall cease to be effective.