

**KB**

GENERAL BUSINESS TERMS AND CONDITIONS – PROVISIONS GOVERNING PERSONAL CREDIT CARDS

This English version of the contractual document is for information only and is not legally valid. In the event of any discrepancies between the Czech and English versions, the Czech version shall prevail.

Komerční banka, a.s. issues these General Business Terms and Conditions (hereinafter the "**General Conditions**") that shall set forth the basic rules governing commercial relationship between the Bank and its Clients and, further, define mutual rights and duties of the Client and Bank with respect to opening, keeping and cancelling the Accounts and providing other Banking Services; elementary rules of securing Client's debts and satisfying Bank's receivables; Client's consents to handing over his/her Personal Data and information subject to banking secrecy; Client's and Bank's obligation to fulfil their duties under the Contracts; Client's and Bank's liability for damage; and the procedure for amending these General Conditions.

Article 1. Introductory Provisions

1.1	<p>Komerční banka, a.s., is a legal person entered into the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 1360 that pursues its business activities based on its banking licence granted in accordance with applicable law.</p> <p>Basic information on the Bank: Registered office: Praha 1, Na Příkopě 969/33, PSČ (Postal Code): 114 07, IČO (Company ID): 45317054, Bank numeric code: 0100, Character code: KOMB, BIC / SWIFT code: KOMBCZPPXXX (8-character version: KOMBCZPP).</p>
1.2	<p>The Bank shall provide Banking Services at the Client's Point of Sale, on Business Days and during business hours, unless agreed upon or stipulated otherwise by the Bank.</p>
1.3	<p>Activities of the Bank are supervised by the Czech National Bank, registered office: Na Příkopě 28, 115 03 Praha 1.</p>
1.4	<p>The Bank shall not be obliged to enter a contractual relationship with the Client for the purposes of the provision of a requested Banking Service. The Bank shall be entitled to make the provision of Banking Services dependent on the presentation of required documents and information.</p>

Article 2. Contract Documents

2.1	<p>Listing of Contract Documents. In addition of the General Conditions, the Bank also issues the Product Terms and Conditions that set forth terms of providing selected Banking Services. Further terms and conditions as well as information about the provision of Banking Services, including the payment system, shall be included in relevant Notices. Fees of provided Banking Services and associated transactions are set forth in the Tariff of Fees. The General Conditions, Product Terms and Conditions related to a specific Banking service, Notices related to a specific Banking Service, and the Tariff of Fees (within the scope and to the extent applicable to a relevant Banking Service) shall form part of the contents of the Contract (hereinafter the "Contract Documents"). The Bank publishes the Contract Documents in their current wording on its Internet pages and/or makes them available at Bank's points of sale.</p>
2.2	<p>By signing the Contract or its Amendment, the Client shall confirm to have read the Contract Documents, to accept them and to agree to adhere to their provisions. Furthermore, by signing the Contract or its Amendment, the Client shall grant appropriate consents within the scope of Articles 2.5, 3.3, 4.1, 5.6, 8.9, 10.3, 14.9, 17.4, 25.1, 28. and 30.3 hereof. If the Contract is executed after the day on which the Bank has made available an amended draft of any of the Contract Documents but before the proposed effective date thereof as referred to in Article 31 hereof, such a Contract Document valid and effective at as the date of execution of the Contract shall be considered part of the Contract until the day immediately preceding the proposed effective date of the amended Contract Document, while the amended Contract Document shall become part of the Contract starting from the proposed effective date of such an amended document.</p>
2.3	<p>Priority of Contract Documents. Provisions of the Contract that differ from any of the Contract Documents shall prevail over the provisions of such a Contract Document. Different provisions of the Product Terms and Conditions shall prevail over the provisions of the General Conditions, Notices and Tariff of Fees. Provisions of Notices and the Tariff of Fees shall prevail over different provisions of the General Conditions.</p>

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2.4	The Client hereby undertakes that the persons who receive Banking Services or take part in their receiving in the name or on behalf of the Client shall always be acquainted in an appropriate manner with the Contract Documents and other documents related to the specific Banking Service.
2.5	Mandatory publishing of Contracts. The Client shall be obliged to publish a Contract that, in Bank's opinion, meets preconditions for mandatory publishing of Contracts imposed by a relevant law ¹ , and to do so within a deadline and in a manner set out therein. If the Client fails to meet this duty, he/she/it agrees that the Bank may publish such a Contract in a manner allowed by such a law.

Article 3. Identifying and Checking the Client; Presentation of Documents

3.1	Identification of individuals. Before a Banking Service is provided, as well as any time in the course of its being provided, the Bank shall be entitled to require presentation of identification documents, other documents and information needed for the provision of a Banking Service and a proper identification and check up of the Client, persons authorised to act in the name or on behalf of the Client and the Real Holder, and for determining whether the Client, Client's Real Holder, and/or person authorised to act in the name or on behalf of the Client are a Politically Exposed Person, or whether the Client or Client's Real Holder are a U.S. Person, this all in accordance with law and principles of prudence applied by the Bank to its operations. The Bank shall be entitled to set forth rules of identification of individual persons as well as the scope of documents and information that the Client shall be obliged to present for the purposes of identification and provision of individual Banking Services. The Bank shall be entitled, within the scope of fulfilment of its duties arising from law, ² to identify and check the aforesaid persons; to fulfil its duty to notify; to ascertain and process data on participants in the Banking Service; and to keep files on data obtained in this way, this all in accordance with the contractual arrangements with law. ³
3.2	Authentication of deeds issued abroad. The Bank shall be entitled to require that deeds issued abroad are authenticated with the Apostille or super-legalised in compliance with applicable law.
3.3	Copying of documents. The Bank shall be entitled to make, in compliance with law and for its own needs, copies of submitted documents and to keep them. The Bank shall also be entitled to keep any authentic record (written, acoustic or electronic) of its communications with the Client, Real Holder, and persons authorised to act in the name or on behalf of the Client, including the file and record of telephone conversations. Unless required otherwise by applicable law, the Client Real Holder, and persons authorised to act in the name or on behalf of the Client agree that such a record may be made, filed and used as evidence if necessary. The Bank shall not be obliged to provide such a record to the aforesaid persons unless required otherwise by applicable law.

Article 4. Duty to Notify

4.1	Bank's duty to notify. If the Contract is not executed at the Bank's business premises, the Client agrees that the Bank may provide him/her/it with information as foreseen in Sect 1828 of the Civil Code ⁴ on its Internet pages.
4.2	Client's duty to notify. To ensure a proper provision of a Banking Service, the Client shall be obliged to inform the Bank, without any unnecessary delay, about: a) any changes in identification data, b) any further changes or facts that may affect the provision of Banking Services and the capability of the Client to keep his/her duties in respect of the Bank, c) any change in data concerning the Client, a person acting in the name or on behalf of the Client and the Real Holder, d) any fact that may make the Client a Person with a special relation to the Bank, e) any change in circumstances determining whether the Client is a Politically Exposed Person or U.S. Person, f) any facts and circumstances that have or may have a substantial impact on Client's legal position (e.g., starting of a winding up/liquidation process, introduction of insolvency proceedings,

¹ In particular Act No. 211/2000 Coll., on free access to information and on amendments and supplements to certain acts (Freedom of Information Act), as amended.

² In particular, Act No. 253/2008 Coll., On Selected Measures Against Legitimisation of Proceeds of Crime and Financing of Terrorism, as amended.

³ Act No. 101/2000 Coll., On Personal Data Protection and on Amendment to Some Acts, as amended.

⁴ Act No. 89/2012 Coll., the Civil Code, as amended.

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	<p>imposition of receivership, legal incapacity/insanity etc.),</p> <p>g) any circumstances that shall or may substantially determine a legal status of persons acting in the name or on behalf of the Client or of the Real Holder, provided that such circumstances are known to the Client,</p> <p>h) loss of documents whose importance for the provision of Banking Services is crucial, as well as of documents identifying the Client or persons acting in the name or on behalf of the Client.</p>
4.3	<p>The Client shall also be obliged to inform the Bank about any loss, theft or misuse of payment cards and/or other Payment Instruments, passwords, codes and the like, which the Client has received in connection with the provision of Banking Services, and to do so without any unnecessary delay as soon as such loss or misuse is detected. Should the Client fail to fulfil his/her duty to inform the Bank within 3 Business Days after he/she has learnt or might have learnt of such loss, theft or misuse of the Payment Instrument without being prevented from doing so by particularly serious reasons, he/she shall be deemed to fail to notify the Bank without unnecessary delay as soon as such fact has been detected.</p>
4.4	<p>The Client shall be obliged, at Bank's request, to demonstrate (and furnish proof of) the origin and source of funds as well as communicate to the Bank any information and to prove facts that the Bank is obliged to ascertain according to law, including the justification of the nature and purpose of an intended or executed transaction. The Client shall further be obliged to communicate and prove to the Bank information and facts, which the Bank may require for establishing the status of a Client-micro-enterprise and/or for tax, accounting or other purposes, e.g., the first name, surname, name, trade name, permanent residence, registered office, date and place of birth, company ID (IČO), tax identification number, information concerning the tax domicile, turnover, number of employees etc.</p>
4.5	<p>Authenticity and correctness of presented documents. The Bank shall act in a good faith in the contents and authenticity of presented identification documents, other documents and provided information. The Bank shall not be obliged to accept a document of whose authenticity or correctness it has justified doubts.</p>

Article 5. Client's and Bank's Actions

5.1	<p>Manner in which the Client acts. The Client shall take actions in respect of the Bank either in person or through the Corporate Agent or Proxy, unless these General Conditions stipulate that also other persons may act within the given scope on behalf of the Client, provided that they act in compliance with law and in an agreed manner. The Bank shall be entitled to decide that the Client shall be obliged to take certain actions in respect of the Bank in person (or through Corporate Agents in case of the Client – legal person). If another legal person is a member of a statutory body of the Client – legal person, such a member of the Client's statutory body shall be represented in dealings with the Bank (i) either solely by a natural person authorised by the aforesaid legal person to represent it in the Client's statutory body by virtue of a power of attorney authorising such a natural person to perform such actions, (ii) or a natural person who is a member of a statutory body of the aforesaid legal person. The power of attorney referred to in the foregoing sentence shall be subject to the provisions of below Article 5.3.</p>
5.2	<p>To ensure the proper provision of a Banking Service, the Bank may verify the authorisation of a person acting in the name or on behalf of the Client or to decline or defer the execution of any order or request until the Bank considers it indisputable that the given person is authorised to act in the name and/or on behalf of the Client in the given matter. The Bank shall be entitled to decline or defer the execution of any order or request in case that it is not provided with any and all documents (in particular consents, approvals, and statutory declarations) required by any Contract Document and the Contract, or necessary for the provision of a relevant Banking Service, or if such documents lack certain required particulars or fail to provide sufficient proof of certain facts.</p>
5.3	<p>Requisite components of a power of attorney. A Power of Attorney granted by the Client to the Proxy must be definite, appropriately signed by the Client and accepted by the Proxy, unless the law requires a special form of a Power of Attorney (e.g. a form of a notary record). The Client's signature on the Power of Attorney must be made in the presence of a Bank's employee or officially certified (notarised).</p>
5.4	<p>Manner in which the Bank acts. The Bank shall act through its employees or third parties that are authorised to take a given action or whose authorisation to act in the Bank's name or on behalf of the Bank arises from law. Where the Bank considers it appropriate, it shall be entitled to substitute a signature of persons authorised to act on behalf of the Bank by printed or mechanical means, especially in case of a bulk correspondence with Clients or in case of correspondence generated automatically by the Bank.</p>

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5.5	Verification of signatures. Signatures of the Client or persons acting in the name or on behalf of the Client on documents by which a contractual relationship with the Bank is established, changed, or terminated, as well as on a rejection of a change/amendment to the General Conditions and/or any other Contract Document pursuant to Article 31 hereof, must be made in the presence of a Bank's employee or must be officially certified unless, in a specific case, the Bank accepts another manner of certification (e.g., via a direct banking service). The Bank shall be entitled to specify which documents should be signed in accordance with the Specimen Signature.
5.6	Legal incapacity. If, in expectation of his/her own legal incapacity (incompetence), the Client decides to demonstrate his/her will to have his/her affairs handled in a certain manner or by a certain individual, and if these affairs include dealings with the Bank, the Client must express his/her will in a public deed. The Client hereby acknowledges that the Bank shall not be obliged to accept any other form of expression.
5.7	When dealing with the Bank, a person acting in the name or on behalf of the Client shall be obliged to adhere to any and all restrictions and regulations set out by law, a decision of a court or another authority, or Client's instructions governing his/her acting behalf of the Client. In case of breach of these restrictions and/or regulations, such a person shall be obliged to compensate the Bank for any damage incurred due to the given breach.
5.8	If the Client had been temporarily legally incapacitated, he/she shall be obliged to present to the Bank without any unnecessary delay: (i) an extract from the Register of Inhabitants demonstrating his/her restored legal capacity or, where the foregoing is not applicable, (ii) a statutory declaration of his/her restored legal capacity. The Client shall be obliged to compensate the Bank for any damage incurred due to the breach of his/her duty under this Article or, as the case may be, due to the untruthfulness of the statutory declaration.

Article 6. Mutual Communication

6.1	Manner of communication. The Client and the Bank may agree on a mutual communication via electronic means.
6.2	At every telephone contact between the Bank and the Client, both the Client and the Bank shall identify themselves in an agreed manner or in a manner causing no doubts in terms of the identity of a communicating person.
6.3	For the purpose of the mutual communication, the Client shall use forms issued by the Bank unless the Bank and the Client agree otherwise or unless the Bank allows for a different way of communication.
6.4	Language of communication. Any communication concerning the contractual relationship between the Bank and the Client shall be in Czech, unless agreed otherwise. The Bank shall not be obliged to accept a document in any other language but Czech. The Bank shall be entitled to ask to be presented with an official translation into the Czech language of a presented document written in a foreign language. In case of documents drawn up also in other languages than Czech, the Czech version shall always prevail unless agreed otherwise.
6.5	Venue of communication. The mutual communication between the Client and the Bank shall take place through the Client's Point of Sale unless stipulated otherwise by the Bank or agreed otherwise between the Bank and the Client. The Client shall also fulfil his/her/its duty to inform in the aforesaid manner.

Article 7. Client's Orders and Applications

7.1	Terms of execution of orders and applications. In order to ensure the proper provision of Banking Services, the Bank shall only execute such orders and process such applications that shall be complete, understandable, formally correct and made in accordance with agreed-upon terms and conditions. The Bank shall be entitled to reject an order containing illegible script, crossing out or corrections. The Bank shall further be entitled not to execute an order or take a requested action if prevented from doing so by serious operational/technical reasons. In such case the Bank shall look for a solution acceptable to the Client. The Bank shall also be entitled not to execute an order or take a requested action if it is against the law. Further, the Bank shall be entitled to defer executing an order or processing an application, or to decline them, if a reasonable concern occurs that the Client shall not be able to meet his/her duties in respect of the Bank or in case of the existence of any outstanding overdue receivables of the Bank in respect of the Client.
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7.2	Non applicable.
7.3	Identification and proving one's identity. In accordance with the applicable law, ⁵ the Bank shall be entitled to identify each person presenting an order or application, or depositing or withdrawing cash, regardless of the amount to be settled, or to ask such a person to prove his/her identity.
7.4	Changing and cancelling an order. Unless agreed otherwise, the Client may only change or cancel his/her order or application after an agreement with the Bank, provided that law does not prohibit such a change or cancellation.
7.5	Any orders and/or applications made by the Client shall cease to be effective as at the Conclusive Date unless required otherwise by law.

Article 8. Delivering of Mail

8.1	Delivering to the Client. The Bank shall deliver the Mail either at the Contact Address or via direct banking services (including <i>Expresní linka Plus</i>) utilised by the Client, or in another agreed manner. Unless the Client and the Bank agree otherwise, the Contact Address shall be a permanent residence address (in case of the Client – Consumer) or a registered office address (in case of other Clients).
8.2	The Bank shall be entitled to determine which specific Mail should always be delivered to the Client at his/her/its Contact Address, irrespective of any other manners of delivery agreed upon in the Contract. If the Client is not a consumer, the Bank shall be entitled to deliver the Mail at the registered office address, provided that it is different from the Contact Address. The Bank shall be entitled to charge fees as per the Bank's Tariff of Fees for sending the Mail.
8.3	Delivering to the Bank. Unless the Bank communicates to the Client another address for delivery or unless they agree upon another manner of delivering the Mail by the Client to the Bank, the Mail sent to the Bank must be delivered to the Client's Point of Sale.
8.4	Manner of delivery. The Mail may be delivered in person, by post, by courier/messenger service or in another agreed-upon manner that makes possible the transport/transmission and provable delivery of the Mail. The Client may agree with the Bank on delivering the Mail by fax or via electronic mail. The Bank may also agree with the Client on delivering the Mail through the agency of a Proxy deliverer.
8.5	Moment of delivery. The Mail delivered by the Bank hand-to-hand to the Client at the Contact Address or with a delivery receipt shall be considered delivered at the moment of its receipt. If the Client makes the receipt of the Mail impossible, the day on which the Mail is returned to the Bank shall be considered as the moment of its delivery, even if the Client has not learned that the Mail has been deposited at a post office. However, irrespective of the foregoing clause, such Mail shall be considered delivered on the 10 th Working Day after being sent off at an address in the Czech Republic and on the 15 th Working Day after being sent off at an address abroad. The Client shall make the receipt of the Mail impossible if he/she refuses to receive it, fails to collect it at a substitute date, or the Mail is returned from the Contact Address as undeliverable.
8.6	Any other Mail sent to the Client shall be considered delivered on the 3 rd working day after being sent (domestic Mail) or on the 15 th working day after being sent (Mail sent abroad). However, this clause shall not apply in case that the Bank learns of the delivery/receipt of the Mail before the aforesaid deadlines.
8.7	Without any prejudice to the provisions of Article 8.2 hereof, the Client and the Bank may agree that certain Mail addressed to the Client shall be handed over to the Client's Point of Sale to be personally collected by the Client. Such Mail shall be deemed delivered as at the moment of being deposited at the Client's Point of Sale, unless agreed otherwise. In the event that such Mail is left uncollected for a period longer than 6 months, the Bank shall be entitled to destroy such Mail.
8.8	The Mail sent via direct banking services shall be deemed delivered as at the moment of their placing and displaying in a relevant service. The Mail sent by fax shall be deemed delivered as at the moment at which the sender's apparatus generates a confirmation of a successful dispatching. The Mail sent by electronic mail shall be deemed delivered as at the moment of their receipt being announced by the recipient's server, unless required otherwise in case of a specific Banking Service or in connection with it.
8.9	Bank's response to returned Mail. The Client agrees that if any Mail is repeatedly (i.e., at least twice) returned as undeliverable because he/she had made its receipt impossible, the Bank shall be

⁵ In particular Act No. 253/2008 Coll., On Selected Measures Against Legitimation of Proceeds of Crime and Financing of Terrorism, as amended.

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entitled to decide that any and all further Mail should be collected in person at the Client's Point of Sale, or delivered at the Client's permanent residence address (in case of the Client – Consumer) or a registered office address (in case of other Clients), provided that it is different from the Contact Address. However, the foregoing clause shall not affect the provisions of Articles 8.5 and 8.6 hereof.

Article 9. Establishing the Contractual Relationship

- 9.1** The Bank and the Client are hereby entering into contractual relationship based on a mutual agreement on terms and conditions of the provision of the required Banking Service. The Contract must be made in writing if it is required by law or in cases when the written form is required either by the Client or by the Bank. The Contract is entered into for indefinite period of time, unless stated otherwise therein. "Signing the Contract" shall also mean other manners of expressing one's consent with the Contract specified in an agreement between the Bank and the Client or stipulated by law (e.g., an electronic signature, consent given during a telephone conversation, a signature on the document in the Portable Document Format (PDF)).
- 9.2** The Contract shall not be executed until an agreement is reached about all its particulars and prerequisites. The document in which the Client accepts an offer made by the Bank must not contain any additions, objections, restrictions, differences and/or other changes, and must not refer to other terms and conditions but to these General Conditions or relevant Product Terms and Conditions. If the Contract is executed in other than written form, it shall be understood that the contents of the Contract shall be identical to that agreed upon by the parties or confirmed by the Bank in a written confirmation sent to the Client. Unless stated otherwise in the Contract, the Client and the Bank assume the risk of changed circumstances with respect to rights and duties of contracting parties arising based on and in association with the Contract. The Client and the Bank rule out the application of the provisions of Sect 1765(1) and 1766 of the Civil Code⁶ to their contractual relationship established under the Contract.

Article 10. Terminating the Contractual Relationship

- 10.1** **Cancellation by the Bank.** The Bank shall be entitled to cancel the Contract in case that the Client seriously breaches his/her contractual duties or legal obligations related to the Banking Services or if the Bank learns of other material facts that might seriously impair Client's ability to meet his/her obligations properly. The Bank shall also be entitled to cancel the Contract as a result of any action on the part of the Client that may impair the trust and confidence between the Client and the Bank. The Contract shall cease to exist upon such cancellation, specifically at the moment a notice of such cancellation is delivered to the Client in accordance with Article 8 hereof or within another deadline set forth by the Bank. Client's outstanding debts shall become due and payable on the first Business Day after the notice of cancellation has been delivered to the Client, unless the Bank sets out a later date.
- 10.2** **Mutual settlement.** Unless agreed otherwise, the Bank and the Client shall be obliged to settle their respective receivables and debts existing as at the date of expiry/termination of the Contract after the contractual relationship is terminated. In such case, the Bank shall only refund a proportionate part of the fee, charge or another payment related to Banking Services if the Contract or law expressly require so. After the contractual relationship is terminated, the Client shall be obliged to return to the Bank, within deadlines set forth by the Bank, any entrusted objects, payment cards, unused cheques, chequebooks or other printed documents, the optical key card and/or other means that the Bank or any third party handed over to the Client in association with the provision of the Banking Service. Upon the cancellation of the Contract, Client's and Bank's liabilities under the Contract shall expire as at the effective date of the cancellation.
- 10.3** **Limitation period.** Unless it is contrary to law, the Client agrees that any of Bank's rights and receivables in respect of the Client shall lapse after the period of fifteen years; where a given legal relationship is governed by law effective prior to coming into the effect of the Civil Code⁷, after the period of ten years of the day on which they could be exercised/claimed by the Bank for the first time,
- 10.4** **Client mobility.** Pursuant to the Czech National Bank Code "Mobility of Clients – Procedure for Changing Banks", the Bank shall make it possible for its Client to migrate to another bank under the terms and conditions set forth in the aforesaid Code. The Bank has undertaken to abide by the

⁶ Act No. 89/2012 Coll., the Civil Code, as amended.

⁷ Act No. 89/2012 Coll., the Civil Code, as amended.

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Code.

Article 11. Opening and Maintaining the Accounts

11.1 - 11.6. Non applicable.

11.7 **Notice on the Payment System.** Further terms and information concerning the Accounts and payment system, in particular domestic payments, payments made abroad, and cash and cashless transactions provided along with the Accounts, including cheques, as well as deadlines and time periods for the execution of payment transactions, are contained in the Notice on the Payment System.

Articles 12. & 13.

Non applicable.

Article 14. Handling of the Funds in the Account

14.1 - 14.7. Non applicable.

14.8 The authorisation to handle the funds in the Client's Account using payment cards, telephone banking, and/or direct banking shall be governed by relevant Product Terms and Conditions.

14.9 **Handling of the funds in the Account by the Bank.** The Bank shall be entitled to handle the funds in the Client's Account if it is allowed by law or by the Contract. The Client agrees that the Bank shall be entitled to debit funds from the Client's Account for the following purposes:

- a) Payment of due and payable interest;
- b) Settlement adjustment resulting from an erroneous adjustment performed by the Bank itself or by another bank, as provided for by applicable law⁸ ;
- c) Execution of a final and enforceable decision (ruling) of a competent authority or, as the case may be, in other cases provided for by the law;
- d) Payment of all charges, fees and costs in association with the provision of Banking Services, especially payment of costs incurred by a cheque drawee or collecting bank in association with any cheque, traveller's cheque or money order that the Client has presented to the Bank, or fees charged by the Bank, other banks and possibly also by other entities taking part in the payment system operations;
- e) Payment of the amount of a cheque, traveller's cheque or money order already honoured by the Bank in case of failure of their subsequent honouring by the cheque drawee or collecting bank;
- f) Satisfying of Bank's receivables (including costs incurred by the cheque drawee or collecting bank) arising after the amount of the cheque, traveller's cheque or money order has been credited to the Client's Account, in case that the Client had not adhered to the conditions set forth by the contract governing the duties on honouring of cheques, traveller's cheques or money orders or, as the case may be, if it is later ascertained that the Client had accepted a counterfeit or altered cheque, traveller's cheque or money order;
- g) Settlement of credited payments from abroad, unless the sending bank ensured the coverage/transfer of funds to the credit of the Bank;
- h) Refunding pensions and other legitimate allowances (however, only up to the amount of the credit balance in the Account) to which the Client is no longer entitled, if the payer expressly requests that the unjustified payment should be returned;
- i) Refunding a direct debit amount credited to the Client's Account and reclaimed by the payer pursuant to the Payments Act⁹; or
- j) Satisfying of any other due receivables of the Bank in respect of the Client, including the lapsed (time-barred) ones.

14.10 Unless expressly stipulated otherwise, the Bank shall be entitled to deduct funds from the Client's Account even in case that a debit balance occurs in the Account as a result of such deduction.

14.11 Non applicable.

⁸ Act No. 21/1992 Coll., On Banks, as amended.

⁹ Act No. 284/2009 Coll., the Payments Act, as amended.

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Article 15. Settlement Reports

15.1	Non applicable.
15.2	The Client and the Bank shall be entitled to arrange the frequency and manner of delivery of the settlement reports (statements of account) either through the Client's Point of Sale or via an agreed-upon service provided by the Bank, which can be used to this purpose (e.g., direct electronic banking), under the terms and conditions applicable to such a service. If the Client prefers electronic statements, the settlement reports shall be delivered to the Client electronically via the particular Banking Service. If such a service is cancelled, the settlement reports shall be delivered to the Client in a paper-based form (hard copy) with the same frequency as the electronic statements. In that case, the paper-based settlement reports shall be delivered to the Client in the manner agreed upon for the delivery of other Mail. The provisions of this Article shall also apply to Bank's notices informing the Client on the amount of a receivable under the Contract based on which the Bank has provided the Client with the Credit.
15.3 - 15.4.	Non applicable.

Article 16. Interest and Taxation

Non applicable.

Article 17. Payment Services

17.1	Bank's duty to inform. The Bank shall provide its Clients with the Payment Services pursuant to Payment Services Contracts. Qualified Clients shall have special rights to the extent envisaged in the Payments Act ¹⁰ , of which the Bank shall inform them. Throughout the duration of a contractual relationship and in relation to the provision of the Payment Services, the Bank shall provide the Qualified Client upon his/her request with free information on the Bank, Payment Service to be provided, means of communications with the Bank, Payment Services Contract entered into with the Bank, as well as Bank's and Client's duties and liability, to the extent required by the Payments Act. However, in case of Transactions outside EEA, the Bank shall not be obliged to inform the Qualified Client about a maximum deadline of the execution of a Payment Service and a fee charged for such a Payment Service prior to the provision of such a Payment Service or before entering into a Contract.
17.2	The Bank shall provide Qualified Clients with settlement reports with respect to their Payment Accounts pursuant to the Payments Act once per month for free via <i>Expresní linka Plus</i> internet banking. The Bank shall provide the settlement reports to all Qualified Clients who have arranged for such a service in accordance with the relevant Product Terms and Conditions and asked for the delivery of Electronic Statements. <i>Expresní linka Plus</i> internet banking shall be provided based up the execution of the Contract for the Provision of <i>Expresní linka Plus</i> Internet Banking entered into by the Qualified Client and the Bank.
17.3	In addition to the settlement reports, the Bank shall use <i>Expresní linka Plus</i> internet banking to send other information relating to the Payment Accounts, in particular (but without limitation to): a) notification of rejection of an Order, b) proposal of changes/amendments to the Product Terms and Conditions, General Conditions, Notices and Tariff of Fees, c) other information related to the Payment Services pursuant to the Payments Act.
17.4	The Qualified Client and the Bank may agree upon an alternative means (or frequency) of delivery of the settlement reports with respect to the Payment Accounts. A fee may be charged for such alternative means of delivery as per the Tariff of Fees. If the Qualified Client fails to arrange for <i>Expresní linka Plus</i> internet banking in accordance with the relevant Product Terms and Conditions and to ask for the delivery of Electronic Statements, it shall be understood that he/she agrees that information related to his/her Payment Accounts shall be delivered in an alternative manner.
17.5	Non applicable.

¹⁰ Act No. 284/2009 Coll., the Payments Act, as amended.

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Articles 18. to 21.

Non applicable.

Article 22. Complaints

- 22.1** | Complaints shall be processed in accordance with the complaints rules of the Bank. Unless stipulated otherwise in the complaints rules or unless another agreement is made, the Client shall make his/her complaints or requests at the Client's Point of Sale.

Article 23. Ombudsman

- 23.1** | In case of repeated complaints not resolved to the Client's satisfaction during a complaints procedure executed in accordance with the Bank's complaints rules and grievance handling procedure, the Client shall be entitled to turn to the independent Ombudsman.
- 23.2** | The Ombudsman's activity is regulated and defined in the Charter of the Ombudsman available at Bank's points of sale or on its Internet pages.

Article 24. Banking Service Fees and Reimbursement of Costs

- 24.1** | **Charged fees.** The Client shall be obliged to pay to the Bank fees and settle other payments for provided Banking Services and for transactions associated with Banking Services, which the Bank charges in accordance with the Tariff of Fees valid at the time the given Banking Service is provided or transaction executed, unless agreed otherwise between the Client and the Bank. The Client shall be obliged to pay the charged fees duly and timely or, as the case may be, to maintain a sufficient amount of liquid funds in the Account to cover such fees at their due date. The Bank shall be entitled to make the provision of a Banking Service dependent on the payment of a fee or its part.
- 24.2** | **Payment of the fees.** Unless expressly agreed otherwise, the Bank shall be entitled to debit the funds corresponding to a fee or another payment to be paid for provided Banking Services and for transactions associated with Banking Services. They shall be debited from the Client's Account in respect of which or in association with which the Banking Services are provided or, as the case may be, from any other Account of the Client kept with the Bank, and within deadlines set forth by the Bank. The fees and other payments shall be due and payable as at the last day of the relevant period for which they are charged. The fees shall be charged in the currency of the Banking Service or in the currency in which the Banking Services is provided or the Account is denominated, unless agreed otherwise.
- 24.3** | **Costs.** The Client shall reimburse costs and expenses reasonably incurred by the Bank as a result of the provision of a relevant Banking Service or transactions associated therewith, or in connection with the fulfilment of its obligations required by law, even in case that such costs and expenses or amounts thereof are not known in advance. The Bank shall always proceed in such a way as to minimize the costs incurred.

Article 25. Satisfying of Bank's Receivables; Default Interest

- 25.1** | **Offsetting.** The Client agrees that the Bank shall be entitled to offset a due and payable financial receivable of the Bank in respect of the Client against any financial receivable of the Client in respect of the Bank regardless of the currency of the receivable and a legal relationship from which it ensues. The Client further agrees that the Bank shall be entitled to offset its receivables even against such receivables of the Client that are not yet due and payable, cannot be affected by an execution of a ruling, cannot be claimed at a court, or that have already lapsed/expired. For the purposes of offsetting, the Bank shall be entitled to convert one currency to another using the relevant Bank Rate in accordance with Article 21 hereof.
- 25.2** | **Default interest.** If the Client's is in default in paying due and payable receivables to the Bank, the Bank shall be entitled to charge the Client with default interest (interest on late payment) whose amount shall be set forth in the Notice on Interest Rates. The payment of default interest and/or other possible penalty payments, especially of a contractual fine, shall not prejudice the Bank's right to claim compensation for a potential loss suffered and/or the right for defrayal of costs related to the

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	recovery of the receivable.
25.3	Third party delivery. The Bank shall be entitled to accept, even without Client's consent, any delivery offered by a third party in order to satisfy the Client's obligation to the Bank, including a partial delivery.

Article 26. Assignment and Pledge

26.1	The Client shall not be allowed, without prior express consent of the Bank made in writing, to assign or pledge his/her receivables in respect of the Bank (including security/collateral assignment of a receivable or right), or to pledge his/her receivables in respect of the Bank, including the receivables arising from a contract for opening and maintaining an Account, or to assign the Contract, or its part, or rights and duties arising thereof.
26.2	The restriction set out in the foregoing Article 26.1 shall not apply to the assignment to the Bank (including the securing assignment of a receivable or right) of Client's receivable in respect of the Bank and to pledging such receivables in favour of the Bank, nor shall it apply to the assignment of a receivable from a heir charged with the bequest (Client) to a legatee based on a testator's will, as envisaged by law.
26.3	The Client agrees that the Bank shall be entitled to assign the Contract to a third party.

Article 27. Insurance of Deposits

27.1	Non applicable.
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Article 28. Banking Secrecy, Protection of Personal Data and Client's Consents

28.1	Banking secrecy and exceptions thereto. Banking secrecy rules shall apply to all Banking Services in accordance with applicable law. The Bank shall not disclose any information on matters subject to the banking secrecy without Client's consent unless in cases and within the scope required by law. The Client agrees that the Bank may disclose information on balances of funds and securities and executed transactions pursuant a relevant Contract to the Authorised Individual, who is entitled to handle the funds and securities as well as execute or enter into transactions. The Client further agrees that the Bank may disclose any and all information concerning the Bank's receivable in respect to the Client to any persons securing a given receivable.
28.2	Data processing as provided by law. For the purposes of Banking Services, the Bank shall be obliged to ascertain (gather) and process data on its Clients and other persons, including Personal Data, that are required so that the Bank is able to provide a Banking Service without taking any unreasonable legal and factual risks. If the Client refuses to provide such data to the Bank, the Bank shall be entitled to refuse to provide him/her with the required Banking Service.
28.3	Consents to Personal Data processing. The Client agrees that his/her Personal Data, in case of a Client – natural person, or data concerning the Client – legal person (including data indicating Client's solvency and credibility, and relevant materials necessary for assessment thereof, e.g., Client's books/financial statements), may be processed by an Administrator, that is, apart from other things, also handed over between Administrators, in order to improve the quality of the Clients' care, pursue Marketing Activities, inform other Administrators about the solvency and credibility of the Client, and analyse such data. The Client agrees that the Administrator may process his/her Personal Data (in case of a Client – natural person) or the data concerning the Client – legal person, for the purposes and to the extent referred to above, starting from the moment at which this consent is given until 4 years elapse from the termination of the last contractual or other legal relationship between the Client and any of the Administrators. This consent to the processing of data, given in accordance with Acts, including but without limitation, No. 21/1992 Coll., No. 89/2012 Coll., Act No. 480/2004 Coll. ¹¹ , and in case of a Client – natural person also in compliance with Act No. 101/2000 Coll., as amended, shall be given voluntarily and the Client shall be entitled to withdraw it in respect of any of the Administrators. Any withdrawal of such consent must be made in writing by a notice sent to the Bank.
28.4	Birth number and copying of identity papers. Unless required otherwise by law, it shall be taken for granted that the Client – natural person expressly agrees that the Bank may process his/her birth

¹¹ As amended.

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	number and make copies of his/her identity papers for the purposes of negotiating the contractual relationship and performing the Contract.
28.5	<p>Scope and extent of Personal Data processing. The Administrator shall process Client's Personal Data within the scope in which the Client has provided them while applying for entering into a contractual relationship or other form of a legal relationship, or in connection with any contractual relationship or other legal relationship entered into by him/her and the Administrator, or within the scope an to the extent to which the Administrator has otherwise collected them in accordance with law. The Personal Data collected in such a manner shall be processed by the Administrator for the following purposes:</p> <ul style="list-style-type: none">a) purposes embraced in the Client's consent,b) negotiating a contractual relationship,c) performance of the Contract,d) protection of vital interests of the Client,e) justified disclosing of personal data,f) protection of rights of the Administrator, payee or other persons in question,g) archiving as required by law,h) offering business or services,i) handing over Client's first name, surname and address for the purposes of offering business and services in accordance with law. <p>The Personal Data shall be provided voluntarily, unless required otherwise by law.</p>
28.6	<p>Client's rights concerning Personal Data processing. Having asked the Administrator in writing, the Client shall be entitled in accordance with applicable law to be provided with the information about personal data processed in respect of him/her, the purpose and nature of the processing of the personal data, recipients of the personal data, and Administrators. The Client shall be further entitled to ask an Administrator to correct personal data if he/she ascertains that personal data processed by some of the Administrators do not agree with the facts. If the Client ascertains that an Administrator processes, or seems to process, his/her personal data contrary to the rules of protection of the private and personal life of the Client or contrary to law, the Client shall be entitled to demand that the Administrator provide an explanation or make the situation right. Regardless of the above provision of this Article 28.7, the Client shall have the right to approach the Office for Personal Data Protection and request that steps be taken in order to amend the state of affairs in case of a breach of the Administrator's duties.</p>
28.7	<p>Other cases of data processing as provided by law. The Bank shall be entitled to process data on the Client in accordance with law, to the following purposes (without limitation to them):</p> <ul style="list-style-type: none">a) within the framework of the inter-bank information system,b) to make the data available to persons co-operating with the Bank while tasks are fulfilled by the Bank or services are provided to the Bank,c) for the purpose of recovering receivables, realization of security, or other cases of laying claims to receivables in respect of the Client in court, at arbitration proceedings, before another authority and/or during other proceedings,d) for the purposes of assignment of receivables in respect of the Client to a third party,e) for the purposes of informing providers of security, namely about the actual amount of the secured debt, unless this is contrary to the law

Article 29. Bank's Liability

29.1	The Bank shall be liable to the Client for a proper and timely fulfilment of its duties under Contracts. Bank's duty shall be deemed to be fulfilled on time if fulfilled within the deadlines required by law, by the Contract, or else, within reasonable deadlines adequate to the nature of a given duty, business practice and standard banking practice. The Bank shall be liable to the Client for any damage caused by such breach of aforesaid duties under Contracts.
29.2	<p>The Bank shall not be liable to the Client for any damage in case that.</p> <ul style="list-style-type: none">a) it has been caused by an illegal act on the part of the Client or a third party,b) it has been caused by breaching duties under the Contract on the part of the persons acting in the name or on behalf of the Client,c) it has been caused by the fact that the Bank abode by Client's instructions and requests or suffered by the Client due to his/her own decision of a business or non-business nature,d) it has been caused by the fact that the Bank proceeded in compliance with the Contract or the

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	<p>Client breached the Contract,</p> <p>e) any breach of Bank's duties has been caused by a Client's action or by lack of assistance on the part of the Client,</p> <p>f) a breach of a given duty has been caused by an exceptional, unexpected and uncontrollable obstacle independent of the Bank's will, or by circumstances excluding the liability where a given legal relationship is governed by law effective prior to coming into the effect of the Civil Code¹².</p> <p>The exceptional, unexpected and uncontrollable obstacle independent of the Bank's will or circumstances excluding the liability shall mean, in particular, the <i>force majeure</i>, including natural disasters, terrorist acts, wars, civil riots, strikes, lockouts, measures taken by institutions whose services the Bank uses in connection with the payment system, measures taken by Czech and foreign government authorities and/or courts, and other obstacles that may occur independently of the Bank's will and that the Bank could not reasonably foresee at the time the commitment originated.</p>
29.3	Bank's liability for unauthorised or erroneously executed payment transactions is defined in the Notice on the Payment System or in relevant Product Terms and Conditions applicable to a specific Payment Instrument.

Article 30. Security

30.1	While providing Banking Services, the Bank shall be entitled to require that Client's debts owed to the Bank be secured with a reasonable security or additional security, and to do so even in the course of the provision of a given Banking Service, especially in case of a significant deterioration of Client's financial situation or considerable change in his/her legal position. The failure to provide such a security or additional security may be considered by the Bank as a substantial violation of the Contract by the Client.
30.2	The Bank shall be entitled to realise the security under the terms and conditions set forth in a relevant Contract.
30.3	In relation to the subject of security that secures the Client's debts to the Bank, the Client undertakes not to transfer, assign or dispose of such a subject of security, nor otherwise allow the acquisition of any title or rights thereto by a third party, nor put it into trust, nor provide it as collateral in favour of a third party other than the Bank, without prior written consent obtained from the Bank. The Client undertakes that the third party securing the Client's debts to the Bank and different from the Client shall not transfer, assign or dispose of such a subject of security, nor otherwise allow the acquisition of any title or rights thereto by a third party, nor put it into trust, nor provide it as collateral in favour of a third party other than the Bank, without prior written consent obtained from the Bank.
30.4	The secured debts shall not be transferred to the acquirer of the subject of security (assignee) without prior written consent obtained from the Bank.
30.5	If, after the transfer of the ownership title to the subject of security, there is a written request from the Client or a person providing the security and different from the Client addressed to the Bank to accept the acquirer of the subject of security as a new debtor instead of the Client, the Bank shall be entitled to express its opinion on such a written request within 30 calendar days of the delivery of such a written request at the address of the Client's Point of Sale.

Article 31. Changing the Contract

31.1	Right to propose changes. The Bank shall be entitled to propose changes to the General Conditions, especially as a result of amendments and changes to law, in order to ensure the improvement of the quality of Banking Services offered by the Bank to Clients and with regard to the Bank's business objectives. The course of action specified in Article 31 hereof shall also apply to changes or amendments to the Product Terms and Conditions, Notices and the Tariff of Fees, as well as to other changes or amendments to the Contract proposed by the Bank, unless specified otherwise in the Contract.
31.2	Informing about an intended change. The Bank shall inform the Client in writing about an intended change or amendment to the General Conditions no later than 30 calendar days before the proposed effective date of the change or amendment, in the manner specified below.
31.3	The Bank shall inform Qualified Clients about proposed changes or amendments to the General Conditions relating to the Payment Services, including a drafted version thereof, via <i>Expresní linka</i>

¹² Act No. 89/2012 Coll., the Civil Code, as amended.

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	<i>Plus</i> internet banking or in another agreed-upon manner (e.g., via another direct banking service or by sending them at the Contact Address).
31.4	In all other cases to which the provision of Article 31.3 hereof shall not apply, the Bank shall inform about proposed changes or amendments to the General Conditions in a settlement report or in another suitable manner and shall also inform them about a proposed effective date of such changes or amendments. The Client shall be obliged to familiarise himself/herself with the drafted version. The Bank shall be obliged to make the drafted version of the General Conditions available at its points of sale and publish it on the Bank's Internet pages. However, the Bank may also use alternative means of communications agreed upon with the Client to inform him/her about proposed changes or amendments to the General Conditions, including a drafted version thereof.
31.5	Effectiveness and rejection of a change to the Payment Services. Unless the Client rejects the proposed changes or amendments to the General Conditions relating to the Payment Services in writing by the last Business Day before a proposed effective date thereof (at the latest), he/she shall be deemed to accept the proposed changes or amendments thereof as from the effective date proposed by the Bank. The changes or amendments to the General Conditions may concern both newly introduced and already provided Banking Services, unless the Bank sets out otherwise in the General Conditions.
31.6	If the Qualified Client rejects the proposed changes or amendments to the General Conditions relating to the Payment Services in writing, he/she/it shall be entitled to terminate the Contract with an immediate effect and free of charge. The notice of termination must be delivered to the Bank before the proposed effective date of such change or amendment. If the Qualified Client rejects a proposed change or amendment to the General Conditions in writing without terminating the Payment Services Contract, it shall be construed that the Bank has terminated the Contract on the day it has informed the Qualified Client about the proposed change or amendment and the notice period shall be 2 months.
31.7	Non applicable.
31.8	Effectiveness and rejection of a change to other Banking Services. If the Client disapproves of the proposed changes or amendments to the General Conditions relating to other than the Payment Services, he/she/it shall be obliged to reject the proposed changes or amendments by a written notice served to the Bank no later than 30 calendar days before the proposed effective date of the change or amendment. The Bank shall subsequently be entitled to notify the Client within 15 calendar days from the receipt of the rejection notice that the unchanged version of the General Conditions shall keep being applied to him/her/it. If the Bank fails to do so, the Client shall become entitled to terminate the obligation under the Contract within 15 calendar days from the lapse of the deadline for the notification referred to in the foregoing sentence. In such case, the notice period shall be 1 month starting from the delivery of the notice of termination to the Bank. If the Client does not reject the proposed changes or amendments, or rejects them but fails to exercise his/her/its right to terminate the obligation under the Contract as specified above, it shall be deemed that he/she/it has accepted the proposed changes or amendments to the General Conditions as from their effective date proposed by the Bank.
31.9	Form of the rejection notice and notice of termination. The notice of termination and on the rejection of proposed changes or amendments by the Client referred to in Articles 31.6 to 31.8 hereof must be made out in writing, the Client's signature on these documents must be either notarised or attached at the presence of a Bank's employee (unless the Bank accepts another manner of verification), and the documents must be served to the Bank in accordance with Article 8 hereof.
31.10	Limitations on right to reject the change. The Client shall only be entitled to reject a change or amendment to the General Conditions and, as the case may be, terminate the Contract if the proposed change or amendment directly affects a Banking Service provided to the Client pursuant to the Contract.
31.11	Substantial increase in a fee. The Client – Consumer shall be entitled to reject a substantial increase in a fee for provided Banking Services. Procedures specified in Articles 31.8, 31.9 and 31.10 hereof shall be accordingly applied to the rejection and/or termination of the Contract by the Client.
31.12	Changes with an immediate effect. The Bank and the Client have agreed, differently from Articles 31.1 to 31.11 hereof, that the Bank shall be entitled to change or amend unilaterally and with an immediate effect: a) the General Conditions, Product Terms and Conditions, Notices, and Tariff of Fees, provided that such a change or amendment is exclusively to the Client's benefit,

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	<p>b) a commercial (brand) name of a Banking Service that has no impact on the contracting parties' rights and duties under the Contract,</p> <p>c) any particulars or data given for information only and not agreed upon by the parties (e.g. Bank's registered office, company names of Members of the Bank's Financial Group etc.).</p> <p>The Bank shall notify the Client of the changes referred to in this Article in the manner set forth in Article 31.4 hereof.</p>
31.13	Impact on the consent to Personal Data processing. No change or amendment to these General Conditions shall affect an express withdrawal or refusal of consent to the processing of Personal Data, if the Client has withdrawn or refused his/her consent before such a change or amendment comes into effect.

Article 32. Publishing Information and Providing Access Thereto

- 32.1** The Bank shall make public these General Conditions, Product Terms and Conditions, Notices, the Tariff of Fees and exchange rate lists at its points of sale (branches) and on the Bank's Internet pages. The Tariff of Fees might be published on the Bank's Internet pages only in part.

Article 33. Governing Law and Settlement of Disputes

33.1	The legal relationship between the Bank and the Client shall be governed by the law of the Czech Republic. Where given Contracts are governed by law effective prior to coming into the effect of the Civil Code ¹³ , the legal relationship between the Client and the Bank shall be governed by the Commercial Code ¹⁴ .
33.2	The Client and the Bank shall make reasonably diligent effort to settle any controversy between them amicably, taking into account justified interests of both the Client and the Bank. Unless the Client and the Bank have agreed otherwise, possible disputes shall be resolved by Czech courts.
33.3	In cases specified by law (e.g.. in case of a controversy over the payment system or consumer loans), the Client may approach a financial arbitrator under the terms and conditions set forth by relevant law ¹⁵ . This shall not prejudice the Client's right to turn to a court.
33.4	If the Bank breaches its legal obligations under the Contract or under law, the Client shall be entitled to lodge a complaint with the supervisory authority specified under Article 1.5 hereof.

Article 34. Transitory Provisions

- 34.1** In case of Contracts governed by law effective prior to coming into the effect of the Civil Code¹⁶, the Client's Contact Address shall be the address stated in the relevant Contract, in a contract related to a provided Banking Service, or otherwise communicated by the Client to the Bank in writing and identified as a mailing address.

Article 35. Severability of Provisions

- 35.1** If any article of the Contract, Product Terms and Conditions, General Conditions, Notices or Tariff of Fees becomes invalid, ineffective or unenforceable, or contravenes applicable law, it shall be considered fully severable from other articles or from the rest of the given document. Other articles of the Contract, Product Terms and Conditions, General Conditions, Notices and Tariff of Fees shall therefore remain valid and effective in their entirety.

Article 36. Definition of Terms and Rules of Interpretation

- 36.1** Capitalised terms used herein shall have the following meaning:
"Account" shall mean a Current Account or Deposit Account of the Client kept with the Bank.

¹³ Act No. 89/2012 Coll., the Civil Code, as amended.

¹⁴ Sect. 261 and 262(1) of Act No. 513/1991 Coll., the Commercial Code, as amended.

¹⁵ Act No. 229/2002 Coll., on the Financial Arbitrator, as amended.

¹⁶ Act No. 89/2012 Coll., the Civil Code, as amended.

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“**Administrator**” shall be SG, the Bank, FSKB Members and Persons Controlled by SG, and Investiční kapitálová společnost KB (IKS KB), a.s., Company ID: 60196769.

“**Apostille**” shall be a clause of certification using the apostille as foreseen by the Hague Convention Abolishing the Requirement of Legalization of Foreign Public Documents of 5 October 1961, published in the Memorandum of the Ministry of Foreign Affairs No. 45/1999 Coll.

“**Authorised Individual**” shall be a person listed in the Client's Specimen Signature.

“**Bank**” shall mean Komerční banka, a.s., registered office at Prague 1, Na Příkopě 33/969, Postal Code: 114 07, IČO (Company ID): 45317054, entered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 1360.

“**Banking Services**” shall mean any banking deals, services and products provided by the Bank based on its banking licence, including investment services provided by the Bank acting as a security broker/dealer.

“**Bank's Financial Group Member**” or “**FSKB Member**” shall be Komerční pojišťovna, a.s., IČO (Company ID): 63998017; Modrá pyramida stavební spořitelna, a.s., IČO (Company ID): 60192852; KB Penzijní společnost a.s., IČO (Company ID): 61860018; ESSOX s.r.o., Company ID: 26764652, Factoring KB, a.s., IČO: 25148290 and other entities in which the Bank has or shall acquire an ownership interest consisting in a direct or indirect share in their registered capital.

“**Business Day**” shall mean a day that does not fall on a Saturday, a Sunday, a public holiday or other holidays within the meaning of the applicable law, on which the Bank is open for the provision of Banking Services and on which other institutions that take part in the provision of Banking Services, or on which the provision of the Banking Services depends, are open and provide the relevant services.

“**CBA**” shall stand for the Czech Banking Association.

“**Client**” shall mean any person that uses Banking Services, or a person requesting a provision of Banking Services.

“**Client – Consumer**” shall mean a natural person who executes and performs the Contract for purposes not associated with his/her business or job activities, or a person requesting a provision of a Banking Service.

“**Client – Micro-enterprise**” shall be a small entrepreneur as envisaged by the Payments Act, i.e., a legal person – business or natural person – business (a) who upon the execution of the Contract proves, in a form sufficient to Bank, that (i) he/she has less than 10 employees in principal job¹⁷ and, at the same time, (ii) his/her annual turnover or annual balance sum total is not in excess of EUR 2 000 000 EUR or equivalent,¹⁸ or – in case that the Client has not yet existed or pursued his/her business activities for one full accounting period – he/she declares that his/her expected annual turnover or expected annual balance sum total is not in excess of the aforesaid amount; or (b) who shall have complied with the above prerequisites by the moment of the execution of an amendment to the Contract covering the fulfilment of the above prerequisites for granting the status of a Client – Micro-enterprise. The Bank may consider the fulfilment of the above prerequisites not proven if the Client fails to prove, upon Bank's request, that he/she has met the above prerequisites as at a given date. (See Article 17.7 hereof).

“**Client's Point of Sale**” shall be the point of sale (branch) of the Bank that keeps an Account for the Client.

“**Conclusive Date**” shall be a day on which the Bank learns, in a trustworthy manner, about the death of a Client or his/her being declared missing, i.e., a day on which conclusive documents of the fact that the Client died or was declared dead or missing are delivered to the Client's Point of Sale (these documents can be, e.g., death certificate, a court or notary memorandum of performing the inheritance proceedings, decision of the court with a legal power clause declaring the Client dead or missing).

“**Contact Address**” shall be an address agreed upon in the Contract or in another contract related to provided Banking Services, or an address communicated by the Client to the Bank for the purpose of delivering the Mail. A P.O. BOX can also be considered a Contact Address.

“**Contract**” shall mean the contract for the provision of a Banking Service entered into by the Client and the Bank.

“**Corporate Agent**” shall mean a statutory body of a legal person, or members of a statutory body of a legal person who are entitled to act externally on behalf of the legal person.

“**Electronic Statements**” shall mean settlement reports (account statements) in the Portable Document Format (PDF) in which the Bank informs the Client about executed transactions and the balance in a relevant Account, delivered to the Client via *Expresní linka Plus* internet banking or in

¹⁷ The document must not be older than 2 months.

¹⁸ A currency exchange rate of the Czech National Bank effective on the last day of the relevant accounting period shall be used for the conversion.

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another agreed-upon manner.

“**Exchange Rate**” or “**Rate**” shall mean an exchange rate published by the Bank.

“**Expresní linka Plus Internet Banking**” shall be a service provided by the Bank to the Client, who can use it for getting information on Payment Services and utilizing, via Internet, other services specified in the relevant Product Terms and Conditions pertaining to this service.

“**Mail**” shall be reports (including settlement reports), documentation and other correspondence or other shipments between the Bank and the Client related to the provision of Banking Services.

“**Marketing Activities**” shall be a set of activities whose purpose is informing Clients of products and services provided by the Administrator, presenting proposals for ordering, mediating or acquiring such products and services, and evaluating the appropriate data for these purposes, also by means of electronic devices.

“**Notice on Interest Rates**” shall mean an overview of all interest rates applied to deposits and credits, as well as associated rates. This overview is not a Notice as envisaged in the General Conditions.

“**Notice on the Payment System**” shall be a Notice regulating terms and conditions of the provision of payment services, in particular deadlines and time periods for the execution of payment transactions.

“**Notices**” shall mean communications in which further conditions and technical features of providing the Banking Services are specified in accordance with the General Conditions or relevant Product Terms and Conditions. The following documents are not Notices: the Notice on Interest Rates, and Bank’s exchange rate list.

“**Order**” shall be a payment order, i.e., an instruction in which the Client asks the Bank to execute a payment transaction.

“**Payment Account**” shall be an Account that is a payment account as envisaged by the Payments Act, i.e., an account used for the execution of payment transactions.

“**Payment Instrument**” shall be a device and/or set of procedures agreed between the Bank and the Client in relation to the Client, by which the Client can submit (initiate) a payment order. A paper-based Order submitted to the Bank shall not be considered, among others, a Payment Instrument.

“**Payment Services**” shall be Banking Services falling within the scope of payment services as envisaged by the Payments Act (e.g., payments/transfers made from Payment Accounts, issuing of Payment Instruments and depositing cash into Payment Accounts).

“**Payment Services Contract**” shall mean any Contract (irrespective of its specific title) for the provision of Payment Services, e.g., a contract for opening and maintaining a current Account or contract for the issue and use of a payment card.

“**Person with a Special Relation to the Bank**” shall be a person specified under Section 19 of Act No. 21/1992 Coll., On Banks, as amended.

“**Person Controlled by SG**” shall be an entity controlled by SG that, at the same time, either (i) has or shall acquire an ownership interest in an entity with the registered office on the territory of the Czech Republic consisting in a direct or indirect share in its registered capital, or (ii) has a registered office on the territory of the Czech Republic. If such an entity is a FSKB Member, this entity is included in the list of FSKB Members.

“**Personal Data**” shall be the first name, surname, address, date of birth, birth number, contact links, data indicating Client’s solvency and credibility, including relevant materials necessary for assessment thereof, e.g., Client’s books/financial statements. Personal data do not include sensitive personal data as envisaged by Act No. 101/2000 Coll., On Personal Data Protection and on Amendment to Some Acts, as amended.

“**Politically Exposed Person**” shall be a natural person entrusted with a prominent public function on a national level, or an individual closely related to such a person. Such a person shall be considered a Politically Exposed Person throughout the whole tenure and for next 12 months after the cessation of his/her public function.

“**Product Terms and Conditions**” shall mean Bank’s terms and conditions regulating the provision of separate Banking Services.

“**Proxy**” shall mean a natural or legal person authorised by the Client by power of attorney to represent the Client in relation to the Bank within the scope stipulated by the power of attorney, or authorised to represent the Client under provisions of law or court decision.

“**Qualified Client**” shall be a Client – Micro-enterprise or Client – Consumer with respect to the provision of Financial Services.

“**Real Holder**” shall mean a natural person having a decisive influence on the management or business activities of an enterprise or more than 25% of voting rights in an enterprise, or acting in agreement with other natural persons who have more than 25% of voting rights in an enterprise, or

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receiving income from business activities of an enterprise, or another person that bears characteristics of a real holder as envisaged by the Act on Selected Measures Against Legitimation of Proceeds of Crime and Financing of Terrorism¹⁹. When determining a Real Holder, the Bank shall be entitled in justified cases to consider a lower percentage of voting rights as decisive.

“**SG**” shall stand for Société Générale SA, B 552 120 222, registered office at: 29, Boulevard Haussmann, 75009 Paris, France.

“**Specimen Signature**” is a model signature of an Authorised Individual, including a graphic image of the signature or its graphic image along with a protective element, accepted by the Bank, serving for the purposes of his/her identification while handling the funds in the Account, filing an application for the provision of a Banking Service, or taking other agreed-upon steps in association with a Banking Service. The Specimen Signature must have all particulars of a power of attorney.

“**Tariff of Fees**” shall mean a list of all charges, other fees and payments for the Banking Services and operations associated with the Banking Services.

“**Transactions outside EEA**” shall mean payment transactions made (i) from or to a country that is not a member of the European Economic Area or (ii) in a currency that is not a legal tender in any country of the European Economic Area.

“**Unique Identifier**” shall mean an unambiguous specification of a payment service user and his/her payment account expressed by IBAN (possibly with an account number attached) and BIC or, in case of domestic payments, by an account number and bank code.

“**U.S. Person**” shall mean

- 1) a natural person who is a citizen of the United States (hereinafter “USA” or “US”) and/or a US resident. As at the effective date of these General Conditions, the US resident is defined by US tax regulations as an individual who:
 - is a Green Card holder (irrespective of his/her nationality) and/or
 - meets the so-called Substantial Presence Test, i.e. was physically present in the USA on at last 31 days during the current year and 183 days during the 3-year period that includes the current year and the 2 years immediately before that, counting all the days he/she was present in the USA in the current year, 1/3 of the days he/she was present in the first year before the current year, and 1/6 of the days he/she was present in the USA in the second year before the current year,
- 2) a legal person with a registered office in the USA (any corporation or partnership organized or incorporated in the USA under the laws of the USA, or any trust if a court within the USA is able to exercise primary supervision over the administration of the trust, and one or more US have the authority to control all substantial decisions of the trust, i.e. controls the trust).

36.2 Unless the context suggests otherwise, the following rules shall apply to the interpretation of these General Conditions and the Contract:

- a) any reference to the Bank’s Internet pages shall mean a reference to www.kb.cz or other Internet addresses the Bank currently uses or shall use in association with providing the Banking Services,
- b) any reference in the Contract or other documents to an article of the General Conditions or another document numbered in Roman numerals shall mean a reference to an article numbered with an Arabic numeral of the same value,
- c) the Contract shall mean the Contract itself including any and all constituent parts thereof, in particular these General Conditions, relevant Product Terms and Conditions, Notices and the Tariff of Fees,
- d) an “order” shall mean the “Order” or another instruction given by the Client to the Bank,
- e) a payment transaction shall mean depositing of funds into an Account or withdrawal of funds from an Account, or a cashless transfer of funds to or from an Account,
- f) a check up of the Client shall mean, for the purpose of Article 3.1 hereof, a check and inspection of the Client within the meaning of the Act on Selected Measures Against Legitimation of Proceeds of Crime and Financing of Terrorism, which includes scrutinizing the purpose of transactions, continuous monitoring of business relations with the Client, identification of a Real Holder and examination of the source of funds;
- g) the post shall mean a provider of postal services;
- h) persons acting in the name or on behalf of the Client shall be the Proxy, Authorised Individual, or Corporate Agent;
- i) Bank’s points of sale shall mean subsidiaries of the Bank providing Banking Services and usually labelled as branches or commercial divisions

¹⁹ Act No. 253/2008 Coll., On Selected Measures Against Legitimation of Proceeds of Crime and Financing of Terrorism, as amended.

GENERAL CONDITIONS – PROVISIONS GOVERNING PERSONAL CREDIT CARDS

Article 37. Repealing Provisions

- 37.1** These General Conditions repeal and replace the General Business Terms and Conditions effective from 01 January 2014. The General Conditions further repeal and replace the following Product Terms and Conditions effective as of 01 January 2014:
- Terms and Conditions for the *MůjÚčet* (My Account) Package,
 - Terms and Conditions for the *KB Start konto* Account,
 - Terms and Conditions for the *A-konto KB* Account,
 - Terms and Conditions for a Current Account Provided Along With the TOP Offer,
 - Terms and Conditions for the *Expreskonto KB* Account,
 - Terms and Conditions for the *IDEAL konto* Account,
 - Terms and Conditions for the *Perfekt konto* Account,
 - Terms and Conditions for the *Extra konto* Account,
 - Terms and Conditions for the *Premium konto* Account,
 - Terms and Conditions for the *Komplet* Package,
 - Terms and Conditions for the *Modré konto* (Blue Account),
 - Terms and Conditions for the *Modré konto Plus* (Blue Account Plus),
 - Terms and Conditions for the *Profi účet* Account.
- 37.2** These General Conditions come into effect as of 19 November 2014. The consent of the Client as per article 28 hereof shall be effective only in respect of those Clients who shall enter into a contractual relationship or make an amendment to an existing contractual relationship with the Bank, whose inseparable part these General Conditions are, at or after the effective date of these General Conditions at the earliest. For Clients who had signed, refused to sign, or withdrawn such consent earlier, the legal force of the consent granted, denied, or withdrawn remains unaffected even after the General Conditions are amended.