

## 1. Introductory provisions

1.1 **Product Terms and Conditions.** These Terms and Conditions of the Provision and Use of KB eTrading (hereinafter the "Conditions") represent the Product Terms and Conditions foreseen by the Bank's General Conditions. The Conditions form part of the Contract and the Client shall be obliged to familiarise himself with them and comply with them. The Bank shall publish the Conditions and the General Conditions at its Internet Address.

1.2 **Purpose of use of the Application.** The Application is a technical tool for conclusion of Transactions between the Bank and the Client and for the provision of other Services by the Bank. The Client shall use the Application in particular to satisfy his needs in the area of investing free funds, buying currencies and hedging against currency or interest-rate risks. If the Client uses the Application for speculative purposes, he shall notify the Bank of this fact in its request for the assigning of a credit limit or in another manner.

## 2. Availability

2.1 **Logging in to the Application.** The Application shall be available after logging in to the applications MojeBanka and ProfiBanka, being a thereof, or it can be logged in to directly through the same authorisation means.

2.2 **Availability of Services.** The individual functionalities and products of the Application are available at various times, in particular depending on the availability of market quotations and on the Bank's ability to conclude the Transactions or provide other Services. A non-binding overview of the Application's availability is available at the Internet Address.

2.3 **Restrictions of the Application.** The Bank reserves the right to change, suspend, restrict or cancel at any time, without prior notification and without providing a reason, (x) the User's access to the Application or its part, (y) the conclusion of any Transactions and/or provision of the Services through the Application (z) any services, information and functionalities available in the Application, in particular (i) due to a software update, (ii) for reasons beyond the Bank's control (e.g. interruption of electricity supplies), (iii) if, by operating the Application, the Bank would not be able to meet its duties under legal regulations, or (iv) if technical reasons do not enable to provide the Application in the required quality. In such an event, the Bank shall take adequate care to provide the Services to the clients in the adequate extent by alternative means. The Bank shall not be liable for any damage incurred to the Client as a result of the Bank acting in accordance with parts (x), (y) and (z) of this Article.

2.4 **Access to the Application abroad.** Access to the Application and/or the Services available in it may be subject to restrictions relating to certain persons or certain jurisdictions. The Client shall ensure that each User obtains information about the restrictions that may apply in the jurisdiction or jurisdictions from which the User accesses the Application and that the User complies with these restrictions. The Client declares at all times until the termination of access to the Application that, in accordance with the law, the User is authorised to connect to, access and use the Application in the relevant extent in the jurisdiction of the connection. If there are any such restrictions, the relevant parts and features of the Application that are subject to such restrictions shall not be intended for distribution to any person in any such jurisdiction or for use by such person, and the Client shall ensure that such persons accessing the Application be aware of, and comply with, such restrictions.

2.5 **Persons authorised to use the Application.** The Client shall use the Application through Users authorised by the Client. Users must always be at the same time the users of the direct banking service within the meaning of the Contract for Provision of Direct Banking. The Client shall be obliged to ensure that all Users have read the Contract, including these Conditions, and adhere to its provisions.

2.6 **Change of User and Account.** The Client shall only be entitled to unilaterally change the User and the Account at the Bank's point of sale where the Client has concluded the Contract, unless otherwise agreed by the Client and the Bank.

## 3. General rules for conclusion of Transactions and carrying out of Services

3.1 **Manner of provision of Services.** The Bank shall provide the Services in particular through the Application if the Application enables the particular Service at the given time.

3.2 **Conclusion of a Transaction and other Services.** A Transaction shall be concluded and other Services shall be provided if both of the following conditions are met:

- a) the Client makes the relevant acts aimed at providing of the Service; and
- b) the Application displays information that the Service has been provided.

3.3 **Technical rules and range of functionalities.** Detailed technical rules and range of functionalities that may be used in the conclusion of a Transaction or provision of other Services are described at [https://www.mojebanka.cz/file/cs/KB-technicke\\_podminky.pdf](https://www.mojebanka.cz/file/cs/KB-technicke_podminky.pdf) or at an address that may replace it. The Client shall carry out the acts aimed at providing the Service in accordance with the Conditions and technical rules referred to in the previous sentence that form a part of the Contract. However, a breach of the duties set out in the technical rules shall not constitute an Event of Default.

3.4 **Prices.** The prices for which individual Transactions may be concluded and other Services carried out shall be provided by the Bank in the Application only if a sufficient number of parameters that influence the price or other parameters of the Transaction or another Service are entered, and they shall be available in the Application either immediately after the parameters are entered or upon request. The Client notes that the price displayed in the Application may differ from the price displayed on the Account statement, due to technical rounding in the Bank's systems. The difference may not be larger than one Currency Unit in the relevant currency and the rounding shall be made according to established accounting practices or market practices.

3.5 **Reduction of a price, fee or any other cost.** If the Bank reduces the price, fee or any other cost, even in an individual case or for a limited period of time, the Client agrees that the Bank need not inform the Client of this change and such a change is effective from the date when the Transaction or the Deposit is concluded or when the Service is used for the lower price, fee or any other cost.

3.6 **Provision of security.** The Bank shall be entitled to condition the entering into of certain Transactions by the Client or the Security Provider providing the Bank with a sufficient security to secure the Client's debts arising from, or in connection with, the Contract and the Transaction (including future debts), to the extent and in the manner specified in the relevant Credit Support Documentation.

3.7 **Refusal to conclude a Transaction.** The Bank shall be entitled at any time to not quote the price for a Service or to refuse to provide a Service, in particular for reasons set out in these Conditions.

## 4. Setting of credit limit

4.1 **Amount of credit limit.** Some Services may be provided only if the Bank has assigned a credit limit to the Client and the credit limit is, at the particular time, available in the amount required by the Bank to provide the Service. The Bank may lower, increase or cancel the Client's credit limit at any time. If the Bank determines after the conclusion of a Transaction that, at the time of conclusion of the Transaction, the Client did not have sufficient credit limit available for the Transaction or if the Bank lowers or cancels the Client's credit limit after the conclusion of a Transaction, the Bank shall not be authorised to unilaterally Terminate Early such Transaction for the above reasons.

4.2 **Change in the amount of credit limit.** The conclusion of individual Transactions or the provision of other Services or their Early Termination or Modification will usually change the amount of the available credit limit. As the Bank does not always revise the total amount of the credit limit in real time, the Client shall always take into consideration when concluding a Transaction or demanding another Service that it may not be possible to conclude or carry out all the envisaged Transactions or Services if the Client's available credit limit is insufficient. The manner of

calculation of the required credit limit is internal information of the Bank, and the Bank reserves the right not to share the information with the Client.

- 4.3 **Change of a Transaction in connection with the credit limit.** Provided the other circumstances so allow, the Bank shall enable the Client to Terminate Early or Modify a Transaction that requires an available credit limit if the Early Termination or Modification will cause the utilisation of the credit limit to decrease.

## 5. General rules for settlement of Transactions and provision of other Services

- 5.1 **Settlement – existence of Accounts and collection.** The settlement of Transactions shall be arranged by the Bank. A prerequisite for the conclusion of a Transaction or provision of other Services is the existence of an Account or Accounts in the Application. By the conclusion of a Transaction or execution of another Service, the Client shall consent to the collection from the Account of the amount equal to the Client's debts from the Transaction or another Service as at the Settlement Date.

- 5.2 **Other Services.** If the Application so allows, Transactions may be settled in connection with the Bank's other services, e.g. with the Bank's payment to an account kept by another bank.

- 5.3 **Sufficient funds, other accounts.** As at the Settlement Date, the Client shall ensure that there are sufficient funds on the Account which the Client determined in the Application as the account for settlement. If the Client fails to do so, the Bank shall be authorised to make the settlement also from another of the Client's accounts kept by the Bank.

- 5.4 **Funds not paid to the Client.** The Bank shall be authorised not to credit any funds to any of the Client's accounts if the Client has not made sure there are sufficient funds on the Accounts from which the Bank is authorised to collect funds in connection with a Transaction or another Service.

- 5.5 **Settlement of several Transactions on the same date.** If on the Client's Account or Accounts several Transactions are concluded for settlement on the same date, the Bank shall be authorised to ensure the settlement of all the Transactions that can be settled despite it not being possible to settle a particular Transaction separately in accordance with these Conditions.

## 6. General rules for changing of the terms of Transactions and other Services, in particular their Cancellation, Early Termination and Modification.

- 6.1 **Reasons for termination or change of Transactions.** Transactions and other Services may be:

- a) Cancelled unilaterally;
- b) Terminated Early:
  - (i) unilaterally; or
  - (ii) by agreement;
- c) Modified by agreement.

- 6.2 **Manner of termination or change.** The Services set out in Article 6.1 hereof shall be concluded:

- a) in the Application if the Application enables it; or
- b) by phone through the Contact Phones during Working Hours if the Application does not enable it.

- 6.3 **Risk of concluding Transactions and other Services outside of Working Hours.** When Transactions and other Services are concluded outside Working Hours, the client shall proceed with increased caution as it may happen that, e.g., it will be possible to Terminate Early a mistakenly concluded Transaction only during Working Hours; there will, therefore, be increased risk of a loss due to the longer time for market prices to move. Usually, however, it is possible to compensate a mistakenly concluded Transaction by a counter-transaction, thus minimising any loss.

- 6.4 **Price.** The price for Early Termination or Modification of Transactions shall always be based on market conditions. The Bank shall determine it in accordance with the relevant provisions of the Rules of Instruments Trading by the Bank.

- 6.5 **Cancellation of a Transaction by withdrawal – non-market terms.** Each of the Bank and the Client shall have the right to unilaterally, with retrospective effect as at the Transaction Date, Cancel a Transaction by withdrawal if it was concluded for any reason on obviously non-market terms (taking into account the Bank's adequate margin). A party must notify its intention to withdraw from a Transaction without delay through the Contact Phones (the Bank may do so also in another way). Both parties shall take all steps to minimise any losses that may occur for this reason. Neither the Client nor the Bank shall have the right to any settlement amount or other performance under the Transaction Cancelled under this Article, unless otherwise agreed by the parties. If the withdrawal proves unjustified, the withdrawing party shall compensate the entire damage incurred by the other party by the withdrawal.

- 6.6 **Early Termination of an FX Transaction by the Bank in the event of a default.** If the Client fails to ensure sufficient funds on the respective Account for settlement by the Settlement Date, the Bank shall be entitled to unilaterally Terminate Early the Transaction from the following Working Day. The settlement amount shall be calculated and settled in the manner similar to the procedure under Article 6.8 (b) and (c) of these Conditions. The Bank shall also make appropriate efforts to inform the Client of this situation and shall take other appropriate measures aimed (in cooperation with the Client) at the settlement of the Transaction in a manner different from the manner originally agreed. This shall be without prejudice to the Bank's right to act under Article 17 (Close-Out Netting) of these Conditions.

- 6.7 **Termination of Deposit in the Event of Default.** If, on the Settlement Date, on the Account there are no liquid funds in the amount corresponding to the principal of the Deposit, such fact shall be considered a condition subsequent of the Transaction and the Transaction shall expire. The settlement amount shall be calculated and settled in the manner similar to the procedure under Article 6.8 (b) and (c) hereof. In the case of a Rollover Deposit, all unsettled Deposits under the respective Rollover Deposit shall expire unless agreed otherwise by the parties.

- 6.8 **Agreement on Early Termination of a Transaction.**

- a) The Client shall propose to the Bank the termination of a Transaction in the Application, unless otherwise provided herein. If the Application does not enable it, the Client shall propose the termination of a Transaction in a Conversation.
- b) The Bank shall calculate the settlement amount of an Early Terminated Transaction and communicate it to the Client before the agreement under this Article 6.8 is made, unless otherwise agreed by the parties, and shall determine the party that shall be obliged to pay the settlement amount to the other party. If the amount is paid by the Bank, the Bank shall pay it to an Account designated by the Client or to any of the Client's accounts kept by the Bank.
- c) The Bank shall calculate the settlement amount according to business practice, in the way reflecting the terms and conditions of the Transaction set forth upon the conclusion of the Transaction. The settlement amount shall include in particular the market pricing of the Early Terminated Transaction calculated by the Bank as at the date of Early Termination of the Transaction and a fee paid to the Bank for entering into an agreement on the Early Termination of the Transaction.

- 6.9 **Modification of payment instructions.** Payment instructions may be modified if the Application enables it and only if settlement has not yet occurred. No fee is charged for modification of payment instructions.

## Specifics of Transactions and Services

### 7. FX SPOT Transaction

- 7.1 **Conclusion**

- a) A Transaction shall be concluded by acceptance of the price and other terms of the Transaction by the Client in the Application and the subsequent confirmation of the Transaction by the Bank.

**7.2 Settlement and early settlement**

- a) If the Client fails to ensure sufficient funds on the respective Account for settlement by the Settlement Date, the Bank shall be entitled to:
- (i) settle the Transaction subsequently, on the Working Day immediately following the Settlement Date, if the Client subsequently ensures sufficient funds; or
  - (ii) unilaterally Terminate Early the Transaction from the Working Day following the Settlement Date. The settlement amount shall be calculated and settled in the manner similar to the procedure under Article 6.8 (b) and (c) of these Conditions.
- This shall be without prejudice to the Bank's right to act under Article 17 (Close-Out Netting) hereof.
- b) The Client shall be entitled to Terminate Early or Modify a Transaction at any time of the day through the Application if the Application enables it at the particular time.

**7.3 Restrictions**

From currencies that are available for trading, the Bank offers only some (the most traded) currency pairs, some of them for prices available all the time, some of them for prices available upon request, and some not at all. With respect to the time of the Booking Date, various restrictions can be expected for particular currency pairs if the Client requests a different Settlement Date than is usual on the interbank market.

**8. FX Instruction****8.1 Conclusion**

- a) The FX Instruction is a Service in which the Bank undertakes to conclude with the Client an FX SPOT (with T+2 settlement) immediately after the situation on the market enables the Bank to offer to the Client a price and other parameters of the Transaction in accordance with the Client's requirements expressed in the FX Instruction in the Application.
- b) The Bank may effect an FX Instruction in its entirety or in parts. The Bank monitors the terms of the FX Instruction continually for the entire time entered by the Client. The FX Instruction is significantly characterised by its type, which substantially influences its execution.
- c) By using this Service, the Client declares that he has familiarised himself with the description of the characteristics of the following types of FX Instructions set out in the relevant provisions of the Rules of Instruments Trading by the Bank, and has understood them: Stop loss order and Profit taken order. An FX Instruction shall be fully subject to the rules and terms of execution set out in the relevant provisions of the Rules of Instruments Trading by the Bank, and the Bank shall be entitled to determine any other elements or other terms of an FX Instruction.
- d) The execution of an FX Instruction shall be completed by the automatic conclusion of an FX SPOT (or by the conclusion of several FX SPOT Transactions in the event of execution in parts) in accordance with the required parameters of the FX Instruction

**8.2 Cancellation**

- a) Until an FX Instruction is executed, the Client shall be authorised to cancel his FX Instruction in the Application free of charge.
- b) If the market price of the relevant currency pair is already very close to the price required by the Client, the Application may temporarily disable the cancellation of the FX Instruction.
- c) An FX Instruction may also be cancelled when it has been partially executed. In such an event there will be cancelled only the unexecuted part.

**8.3 Restrictions**

- a) An FX Instruction may not be changed or terminated early, only cancelled with a subsequent entering of a new FX Instruction. The Application may refuse to accept an FX Instruction if, with regard to the current market situation, the

required type of FX Instruction is contrary to the required execution price.

**9. FX Forward****9.1 Conclusion**

- a) A Transaction shall be concluded by acceptance of the price and other terms of the Transaction by the Client and the subsequent confirmation of the Transaction by the Bank in the Application.

**9.2 Settlement and early settlement**

- a) If the Client fails to ensure sufficient funds on the respective Account for settlement by the Settlement Date, the Bank shall be entitled to:
- (i) settle the Transaction subsequently, on the Working Day immediately following the Settlement Date, if the Client subsequently ensures sufficient funds; or
  - (ii) unilaterally Terminate Early the Transaction from the Working Day following the Settlement Date. The settlement amount shall be calculated and settled in the manner similar to the procedure under Article 6.8 (b) and (c) of these Conditions.
- This shall be without prejudice to the Bank's right to act under Article 17 (Close-Out Netting) of these Conditions.
- b) The Client shall only be entitled to Cancel, Terminate Early or Modify a Transaction in Working Hours by phone through the Contact Phones. The Bank reserves the right to refuse a Modification or Early Termination, in particular if the Client does not have a credit limit available, or to condition a Modification by an amount compensating the differences in market prices between the current price and the originally agreed price.

**9.3 Restrictions**

- a) The Bank shall require an available credit limit for the use of this Service.

**10. FX Swap****10.1 Conclusion**

- 10.2 A Transaction shall be concluded by acceptance of the price and other terms of the Transaction by the Client and the subsequent confirmation of the Transaction by the Bank in the Application. The level of the first exchange shall be set at the current FX SPOT market price for the relevant currency pair, and the level of the second exchange shall be calculated as the arithmetic total of the first exchange and the difference between the prices. The date of settlement of the first exchange shall be subject to the restrictions according to the rules for settlement of FX SPOT Transactions.

**10.3 Settlement and early settlement**

- a) If the Client fails to ensure sufficient funds on the respective Account for settlement by the Settlement Date, the Bank shall be entitled to:
- (i) settle the Transaction subsequently, on the Working Day immediately following the Settlement Date, if the Client subsequently ensures sufficient funds; or
  - (ii) unilaterally Terminate Early the Transaction from the Working Day following the Settlement Date. The settlement amount shall be calculated and settled in the manner similar to the procedure under Article 6.8 (b) and (c) of these Conditions.
- This shall be without prejudice to the Bank's right to act under Article 17 (Close-Out Netting) of these Conditions.
- b) The Client shall only be entitled to Cancel, Terminate Early or Modify a Transaction in Working Hours by phone through the Contact Phones. If the Transaction is Terminated Early before the settlement of the first exchange, the termination amount shall reflect in particular the market prices of FX Swaps. If the Transaction is Terminated Early after the settlement of the first exchange, the Early Termination amount shall reflect in particular the price of the relevant FX Forward. The Bank reserves the right to refuse a Modification or Early Termination, in particular if the Client does not have a credit



limit available, or to condition a Modification by an amount compensating the differences in market prices between the current price and the originally agreed price.

#### 10.4 Restrictions

The Bank shall require an available credit limit for the use of this Service.

### 11. Special terms applicable to the Deposit

#### 11.1 Conclusion

- a) A Transaction shall be concluded by acceptance of the price and other terms of the Transaction by the Client and the subsequent confirmation of the Transaction by the Bank in the Application.
- b) Based on a concluded Transaction, the Bank shall open and maintain Deposits for the Client. The Deposits are not intended to be used for payments under the general system of payments, and the Client shall not be entitled to handle the Deposits in whatsoever manner except for cases expressly specified in these Conditions.
- c) The Bank shall pay interest on separate Deposits using an interest rate individually agreed in the relevant Transaction. Interest shall be calculated using a method of the actual number of days of duration of a Deposit (from the Initial Value Date until the day preceding the Maturity Date) / 360; in respect of Deposits in GBP and JPY / 365 (366), with the interest being paid out to the Account at the Maturity Date of an individual Deposit together with the principal. The interest yield shall be subject to taxation in compliance with legal regulations.

#### 11.2 Settlement

Settlement of a Transaction may only be concluded for an Account kept in the currency of the deposit.

#### 11.3 Restrictions

- a) A Service may only be concluded in Working Hours.
- b) The Application may restrict the conclusion of a Transaction by a minimum and maximum duration of the Transaction and a minimum and maximum volume of Transactions.

#### 11.4 Rollover Deposit

- a) In the event of a Rollover Deposit, interest shall be applied separately to each Deposit. The interest shall be paid out as at the Maturity Date of an individual Deposit along with the principal, and the principal shall again be applied to the very next Deposit under the Rollover Deposit.
- b) Both the Client and the Bank may unilaterally terminate the Rollover Deposit without giving a reason therefor and without any incurring any penalty or fee. Such termination shall mean that the current unsettled Deposit shall be settled unchanged as at the Maturity Date, and all future Deposits under the terminated Rollover Deposit shall be cancelled.
- c) Each Deposit under the Rollover Deposit shall be confirmed by a Confirmation. The Bank shall allow the Client to cancel a Deposit if already confirmed but settled, but only under the condition that the Client pays the Bank the amount for settlement. The amount for settlement of an already-confirmed Deposit shall be calculated and settled in a way similar to the procedure under Article 6.8(b) and (c) hereof. If pertinent, however, this amount shall also be set off against the Close-out Netting Amount.
- d) A Rollover Deposit may not be arranged to continue into the next calendar year.

#### 11.5 Smart Deposit

- a) Early termination of a Smart Deposit may not be carried out unilaterally.
- b) If the Client and the Bank agree on the early termination of a Smart Deposit, the Client shall pay the Bank the settlement amount. The settlement amount of an already confirmed Smart Deposit shall be calculated and settled in a way similar to the procedure under Article 6.8(b) and (c) hereof. If

pertinent, however, this amount shall also be set off against the Close-out Netting Amount.

- c) The Bank is under no obligation to offer to arrange a Smart Deposit either in the Application or in some other way, even if the Client expressly chooses the option of arranging a Smart Deposit.

### 12. Information about concluded Transactions and execution of other Services

**12.1 Provision of information about execution of a Service.** The Bank shall always notify in a clear way through the Application or a Conversation that a Service has been executed or that a Transaction has been concluded. For these purposes, the Application displays a window containing the respective terms of the provided Service. The Client shall always check in the Application whether a Service has or has not been executed or whether a Transaction has or has not been concluded. If the Client fails to do so, he will face the risk that his debts and claims under the executed Services or concluded Transactions, or from their non-execution or non-conclusion, will not be in line with his requirements; in such case, the Bank shall bear no liability for such state. If, within a reasonable time (corresponding to the technical conditions of connection and the usual response time of the Application), the Client does not have information about whether the required Service has or has not been executed or whether the Transaction has or has not been concluded, the Client should presume that the Service has not been executed or that the Transaction has not been concluded.

**12.2 Terms of Service.** All the Services concluded through the Application shall be considered concluded exactly in the way displayed in the Application, except when the information displayed is obviously erroneous and contrary to the possibility to conclude such Service at the given time under the given circumstances. If, temporarily, the state of the Services cannot subsequently be displayed in the Application, it shall not affect the validity of the concluded Services in any way.

**12.3 Provision of information when the Application is unavailable.** If the Application is unavailable, the Bank shall, in Working Hours, provide to the Client upon his request the information about all Services that have been provided to the Client.

### 13. Confirmations (register of Transactions)

**13.1 Provision of register of Transactions.** The terms and conditions of each concluded Transaction, Modification or Early Termination shall be registered in the Application, in the register of Transactions (hereinafter also as the "Confirmation"). The register of Transactions shall be generated automatically and shall be available to the Client in the Application or announced in a different manner (if the Service is provided in a Conversation) without undue delay after the Transaction is concluded, Modified, Terminated Early or Cancelled, but by the Confirmation Delivery Deadline at the latest. If, temporarily, a Transaction or another Service is not displayed in the register of Transactions in the up-to-date version, it shall not mean that the Service has not been executed if the Bank has informed the Client in accordance with the Contract about the conclusion of the Transaction or other provision of the Service.

**13.2 Checking of the register of Transactions by the Client.** The Client shall be obliged as soon as possible to begin checking regularly the register of Transactions in the Application, but no later than by the Timely Confirmation Deadline.

**13.3 Discrepancy between a Confirmation and a concluded Transaction.** If the terms and conditions of a Transaction set out in the register of Transactions are inconsistent with the terms and conditions of the concluded Transaction, the Client shall contact the Bank without undue delay by phone using the Contact Phones. The parties shall make appropriate efforts in good faith and in a commercially reasonable manner to try to first solve the disagreement and confirm the Transaction. Therefore, the Bank shall, without delay after receiving the Client's expression of disagreement with the content of the Confirmation, either enter in the Application a corrected wording of the Confirmation or send the corrected wording to the Client in another manner, or announce to the Client that the original Confirmation is faultless.



- 13.4 The parties shall make all reasonable efforts in good faith and in a commercially reasonable manner to ensure that each Transaction is affirmed by the Timely Confirmation Deadline.
- 13.5 If a Confirmation is considered confirmed under Article 13.6 hereof, the Client shall be liable to the Bank for any damage incurred if the Transaction has been concluded, or another Service has been executed, on behalf of the Client by a person that was not authorised to do so.
- 13.6 If the Client fails to notify to the Bank his objections to the content of the Confirmation by the Timely Confirmation Deadline, the conditions of the Confirmation shall be deemed approved and the Confirmation shall be deemed confirmed by the Client as at the Timely Confirmation Deadline.

#### 14. Provision of documents and other duties of the Client

14.1 **Applicability.** This Article 14, save Article 14.4, shall only apply upon the conclusion of a Transaction for whose conclusion the Bank requires a credit limit and if the limit is not fully covered by security in accordance with the relevant Credit Support Documentation and for the period until the Transaction is settled.

14.2 **Information duty.** The Client shall provide to the Bank:

- a) at any time upon the Bank's request any information about himself, his assets or business which the Bank may reasonably require in connection with the Contract or any Transaction;
- b) his financial statements (namely the balance sheet, the profit and loss account and an overview of receivables and liabilities) by the twentieth (20<sup>th</sup>) day after the end of the calendar quarter for which the statements were drawn up;
- c) his final accounts (namely the balance sheet, the profit and loss account including the notes, the auditor's report and annual report, if the law requires the Client to have his final accounts audited) and a copy of the income tax return containing a stamp confirming receipt by the relevant tax authority, by the seventh (7<sup>th</sup>) day after the filing of the income tax return to the relevant tax authority;

**The following three paragraphs apply only to municipalities (alternative wording):**

- d) at any time upon the Bank's request, any information about itself, its assets or activities which the Bank may reasonably require in connection with the Contract or any Transaction;
- e) its financial statements (namely the balance sheet, the profit and loss account and the statements for assessment of budget compliance) by the twentieth (20<sup>th</sup>) day after the end of the calendar quarter for which the statements were drawn up;
- f) its final accounts (namely the balance sheet, the profit and loss account including the final account containing the report on the audit of the Client's financial management), by 30 June of the year immediately following the year for which the statements were made.

14.3 **Other duties of the Client.** The Client undertakes that:

- a) without the prior written consent of the Bank, he shall not: provide any guarantee or financial guarantee; transfer, alienate, assign, lease, lease in a usufructuary lease or provide as security the whole (or some) of his assets to any third party (except for the Persons Controlled by SG) or dispose of the whole (or some) of his assets with similar legal effects; encumber or allow encumbering of such assets by any right of a third party (except for the Persons Controlled by SG) or include it into a trust fund. Furthermore, the Client undertakes not to receive or provide any loan or simple loan; issue a bill of exchange or promissory note; co-accept a bill of exchange; or enter into any contract on the purchase of a leased thing, lease contract or contract on a usufructuary lease in which he would have the position of a lessee or usufructuary lessee. The Bank hereby undertakes not to withhold its consent to the above without a serious reason. The above restrictions do not apply to (i) any transfer or assignment of the whole (or a part) of the Client's assets under standard business transaction which, in particular with respect to its nature, purpose, extent and volume, is customary in the regular activities to the extent of the Client's

business objects or activities, provided that such activities are performed solely on the usual market terms and (ii) any encumbering of the Client's assets in connection with the securing of the Client's debts to the Bank;

- b) all his debts under the Contract and under the concluded Transactions shall, until their full repayment, be at least *pari passu* with his other existing and future debts of a similar nature. This shall not apply to the debts whose higher ranking is due to mandatory provisions of the law.

14.4 **The Client's duties to the Bank in respect of taxes.** The Client declares that he is the beneficial owner of the proceeds associated with the Contract. The Client who is not a Czech tax resident shall provide to the Bank, prior to concluding the first Transaction, a certificate of his tax domicile issued by the relevant authority. Furthermore, the Client shall provide to the Bank a new certificate of his tax domicile by the end of January of each calendar year. If the Client's tax domicile or beneficial ownership of the proceeds changes in a calendar year, the Client shall prove this fact to the Bank without undue delay. The Client acknowledges that if he fails to meet the duties set out in this Article, the Bank may be obligated by law to withhold a tax or duty, or secure the tax amount with regard to any payment made to the Client.

14.5 The Client undertakes not to use, directly or indirectly, funds from a Transaction or not to allow such funds from a Transaction to be used (or lent, provided as a contribution, or otherwise made available to any person) for the purpose of financing, participating in or providing a contribution for any activity or trade with any person that is a Sanctioned Person or in connection therewith (or not to provide such funds to such a person or in favour of such a person).

14.6 Furthermore, the Client undertakes not to use any proceeds or income originating from any activity or trading with a Sanctioned Person for the purpose of paying any sum payable to the Bank in connection with this Contract, including a Transaction.

#### 15. Client's representations

15.1 By signing the Contract, the Client makes the following representations that shall remain in force for the entire duration of the Contract and even after the expiry of the Contract until such time that all Transactions are settled in full:

- a) The conclusion of the Contract and exercising of the rights and duties under the Contract, including the conclusion of Transactions and execution of Services, have been duly approved by the Client's relevant bodies (if the Client is a legal entity) and do not require the consent or permission of any other parties or public administration bodies and, where such requirement exists, the consent has been granted and is valid and effective;
- b) by exercising his rights and duties arising from the Contract and from the concluded Transactions, the Client shall not breach any of his duties under legal regulations, contracts signed by the Client, or any other acts undertaken by the Client, nor shall he infringe on any proprietary, contractual or other rights of the Client or any third parties;
- c) the Client is not acting on behalf, for or at the expense of any third party;
- d) to the best of the Client's knowledge, no judicial, administrative or arbitration proceedings concerning the Client, his legal capacity or his assets are being held, no criminal prosecution is being conducted against the Client or persons who are members of the Client's statutory bodies that could affect the Client's ability to meet his obligations from the Contract or from the concluded Transactions and, to the best of the Client's knowledge, no such proceedings or prosecution is imminent; furthermore, the Client has not served a prison sentence, has not been subject to a protective or securing measure, and has not been in the past convicted of a criminal offence, unless the Client has received a full pardon; this provision shall not apply if the Client has informed of such proceedings, the imposition of a prison sentence, protective or securing measure without undue delay after he became or could have become aware of these facts;



- e) to the best of the Client's knowledge, no insolvency proceedings or any other proceedings having similar legal effects, including any proceedings initiated under any foreign law (including any proceedings on insolvency, composition, reorganisation or discharge from debts) have been initiated. No execution of a decision (distrain) in respect of a substantial part of the Client's assets has been ordered. During the past three years, bankruptcy has not been declared in respect of the Client's assets, no ruling pronouncing the Client's bankruptcy or pending bankruptcy has been delivered, no petition for the initiation of insolvency proceedings have been dismissed on the grounds of the Client's insufficient assets, no insolvency proceedings in respect of the Client's assets have been cancelled, no composition has been confirmed and no other ruling with similar legal consequences has been delivered;
- f) no facts or circumstances exist or are imminent that would constitute any Event of Default;
- g) the Client that is a legal entity represents that it is a duly formed and validly existing legal entity in accordance with the laws of the place of its incorporation. The state of the Client's record in the Commercial Register or any other statutory register in which the Client has been registered in accordance with the legal provisions governing the Client's formation and existence corresponds to the facts;
- h) the Client represents that any User logging in to the Application, concluding Transactions and undertaking any other acts shall do so in compliance with legal regulations and that he will ensure the Transactions are concluded and the Services executed in compliance with legal regulations.
- i) Neither the Client nor any Group Entity is considered a Sanctioned Person, and, to the Client's best knowledge, no director, officer, agent, employee or affiliate of the Client or a Group Entity is a Sanctioned Person;
- j) in case that third party data are provided to the Bank during the negotiation or performance of this Contract, the Client shall have the right to deliver such data to the Bank for processing for the purposes of negotiating and performing this Contract, where such data shall subsequently be kept by the Bank as part of the contract documents during the period laid down under the law.
- 15.2 The Client also represents that:
- a) he is able to assess all the Transactions and other Services and to understand them; he understands the terms, conditions, financial obligations and potential risks arising from the Transactions, in particular the market risk and the counterparty risk; he accepts these terms, conditions, financial obligations and potential risks; if he is incapable of assessing or understanding them, he has consulted with a sufficiently professionally skilled and experienced advisor; he is aware of the fact that past returns are not a guarantee of future returns;
- b) he is acting at his own expense; he shall make his own independent decision on concluding a Transaction; he shall use his own discretion and/or advice of his advisors to decide whether or not a Transaction is suitable or right for him; he shall not consider the Bank his agent, consignee or advisor in respect of any Transaction or any other Service; and he shall not rely on any other communication (whether written or oral) from the Bank as on investment advice or recommendation to enter into a Transaction or execute another Service;
- c) he shall enter into the Contract and all Transactions or other Services for purposes related to his business or investment plans and by no means as a game, bet or lottery (pursuant to Section 2873 of the Civil Code) and he shall not consider any Transaction a game, bet or lottery;
- d) he is aware of the fact that any objections or complaints in respect of the Bank's acts shall be handled in compliance with the General Conditions according to the Bank's complaints procedure; and he has been advised that he is also entitled to address his complaints at any time to the competent supervisory authority, i.e., the Czech National Bank, with its registered office at Praha 1, Na Příkopě 28, postal code: 115 03.
- 15.3 **Repeated representations.** The representations set out in the above provisions shall be deemed repeated every time the Client requests the Bank to conclude a Transaction or provide another Service.
- 15.4 **Duty to keep the representations true and complete.** The Client undertakes that the representations set out in this Article 15 shall be true and complete for the term (and after the expiration) of the Contract until the full settlement of all Transactions concluded under the Contract.
- 16. Event of Default and Early Termination Event**
- 16.1 **Events of Default.** Any of the events listed below shall be deemed an Event of Default:
- a) the Client or the Bank is in default with the payment of any pecuniary liability or with the delivery of any performance arising under the Contract or any Transaction;
- b) the Client or the Bank breaches any other duty than the duty to pay a pecuniary liability or deliver a performance arising under the Contract or any Transaction and, if such breach is capable of remedy, fails to meet the duty in a reasonable grace period determined by the other party;
- c) any of the Client's or the Bank's representations under the Contract is or becomes incorrect, incomplete or misleading and, in the Bank's opinion, this fact affects or may affect the Client's ability to meet his duties under the Contract or any Transaction;
- d) the Client or the Bank repudiates, contests or refuses, in full or in part, or contests the validity of this Contract, any Confirmation made or affirmed by the Bank or any Transaction affirmed by the Confirmation;
- e) the Client or the Bank breaches his/its contractual or other legal duty in respect of any third party, or a duty ensuing from another contract concluded between the Client and the Bank and, in the Bank's opinion, such breach affects or may affect the Client's or the Bank's ability to duly meet his/its liabilities to the other party under the Contract or concluded Transactions;
- f) the Client's controlling entity or entities is/are preparing, without the other party's prior written consent: (i) the winding-up of the Client with a subsequent liquidation; (ii) a Corporate Restructuring or a transaction with similar effects; (iii) a transaction based on which the business establishment or its part is transferred, subject to a usufructuary lease, subject to a pledge, or a transaction with similar effects; or (iv) a change in the controlling entity, member or shareholder of the Client; (v) there occurs any of the events described in (i) to (iv) above without the prior written consent of the other party, or (vi) a decision has been taken to wind up and liquidate the Client. This Event of Default shall not apply to the Client if the Client is a municipality or region;
- g) (i) Bankruptcy Proceedings are initiated; (ii) the Client or the Bank acts in a manner approving Bankruptcy Proceedings or fails to make any objection to Bankruptcy Proceedings; (iii) the competent body takes any measure under the Insolvency Act or a similar act that may prevent the Client or the Bank from satisfying pecuniary or non-pecuniary liabilities when due; (vi) criminal proceedings have been initiated or are held against the Client or the Bank, the Client or the Bank has been convicted in a final judgement of a crime, or a penalty, protective or precautionary measure is imposed on the Client or the Bank;
- h) the Client or the Bank is insolvent or his/its insolvency is imminent or he/it declares in writing that he/it is incapable of duly meeting his/its liabilities, or a ruling on the sequestration is issued or another judicial, arbitration or administrative decision with similar effects is issued, regardless of the legal force or enforceability of such ruling/decision;
- i) there is an unfavourable development in the Client's/Bank's economic and financial situation, which may affect due repayment of the Client's/Bank's liabilities under the Contract or the Transactions;
- j) the Client or the Bank loses his/its licence to conduct business activities that, at the time of execution of the Contract, generated a substantial part of his/its income, or ceases to



pursue most of such business activities; this Event of Default shall not apply to a Client if the Client is a municipality or region;

- k) any other event classified as an Event of Default in the Contract;
- l) fulfillment of the Bank's obligations under the Contract or the provision of funds or execution of payments or, as the case may be, the provision of services in accordance with the Contract becomes unlawful according to the respective laws, or the Client becomes a Sanctioned Person or a Group Entity becomes a Sanctioned Person.

**16.2 Early Termination Events.** Any of the events listed below shall be deemed an Early Termination Event:

- a) as a result of the adoption of, or amendment to, any law or the coming into effect of any decision of a public authority, court or tribunal that may affect the interpretation of a certain law that occurs after the date on which a Transaction has been concluded (hereinafter the "**Adverse Regulatory Change**"), it becomes unlawful for a party to meet any liability relating to such Transaction. Any regulatory change shall be considered an Adverse Regulatory Change if, in the estimation of a party acting in good faith, such change may result in: (A) an obligation to create or substantially adjust, in an adverse sense, any provisions or compulsory minimum reserves, or an obligation to make an extra deposit with a regulatory authority, or a similar obligation; (B) a substantial change to a level of capital adequacy; or (C) a substantial loss incurred as a result of a changed classification of any payment or other performance related to a relevant Transaction. If an event or circumstance that might otherwise be considered an Event of Default is also an Adverse Regulatory Change, it shall be deemed an Adverse Regulatory Change rather than an Event of Default;
- b) as a result of the adoption of an amendment to any law or the coming into effect of any decision of a public authority, court or tribunal that may affect the interpretation of a certain law (notably pursuant to Act No. 586/1992 Coll., the Income Tax Act, as amended), a party is obliged to deduct a tax or fee from any payment relating to such Transaction, except for default interest;
- c) a Client who is a natural person dies, is pronounced dead or missing, his legal capacity is restricted and, at the same time, the Client is in default of the payment of any pecuniary liability under the Contract or any Transaction; for the avoidance of doubt, Article 17.1 a) shall not apply to such events; or
- d) any other event or circumstance classified as an Early Termination Event by the parties upon entering into a Transaction.

**16.3 Payment of costs.** The Client shall be obliged to pay to the Bank any and all reasonable costs, including administrative and legal costs, incurred by the Bank in relation to claiming and protecting any of the Bank's rights under the Contract or in relation to a unilateral early termination of any Transaction by the Bank.

**16.4 Duty to inform of an Event of Default or an Early Termination Event.** The parties shall be obliged to inform each other, without undue delay, about the occurrence of any Event of Default and/or Early Termination Event.

**17. Close-Out Netting**

**17.1 Termination of Transactions due to an Event of Default.** If an Event of Default occurs, the party in relation to which the Event of Default has occurred shall be entitled to deliver a written notification to the other party indicating the specific Event of Default, terminating all concluded and unsettled FX Transactions and setting the date on which they shall be terminated early (hereinafter the "**Early Termination Date**"), or terminate all concluded and unsettled FX Transactions in relation to which the Event of Default has occurred and set the Early Termination Date of such FX Transactions (hereinafter the "**Terminated Transactions**"). The Early Termination Date must not be earlier than the date of delivery of the relevant notification to the other party. Any and all receivables of the parties arising from the Terminated Transactions, both due and undue, including their

accessions, conditional receivables and receivables that are to arise or might arise, shall cease to exist as at the Early Termination Date (with *ex nunc* effect) and shall be replaced, under the terms stipulated in these Conditions, with the relevant party's receivable in respect of the payment of the Settlement Amount.

**17.2 Termination of Transactions due to an Event of Default.** If an Early Termination Event occurs, any party shall be entitled to deliver to the other party a written notification terminating all concluded and unsettled FX Transactions in relation to which the Early Termination Event has occurred and set the Early Termination Date of such FX Transactions (also "**Terminated Transactions**"). The Early Termination Date must not be earlier than the date of delivery of the relevant notification to the other party. If the Early Termination Event referred to under Article 16.2 (c) occurs and the Bank is not, in its expert opinion, satisfactorily notified to whom the notifications under the Contract should be served so that they be validly and effectively delivered in accordance with Czech law and the Contract, the Bank shall be entitled to terminate all concluded and unsettled Transactions (also "**Terminated Transactions**"). Such termination shall come into effect even without a notification being delivered by the Bank to the Client. If the Bank decides to exercise its right referred to in the previous sentence and early terminate the Transactions, it shall be obliged to do so within three (3) Working Days of its having demonstrably learned about such Early Termination Event, in the form of a notarial deed specifying the Early Termination Date and Terminated Transactions. The Bank's right to terminate all unsettled Transactions without delivering a notification shall expire at the moment the Bank is, in its expert opinion, satisfactorily notified to whom and in which manner the notifications under the Contract should be served so that they be validly and effectively delivered in accordance with Czech law and the Contract. If the Early Termination Event referred to under Article 16.2 (c) occurs and the Bank decides to exercise its right and early terminate all unsettled Transactions without delivering a notification, the Early Termination Date shall always be the Working Day following the day of execution of the above notarial deed. Any and all receivables of the parties arising from the Terminated Transactions, both due and undue, including accessions, conditional receivables and receivables that are to or might arise, shall cease to exist as at the Early Termination Date (with *ex nunc* effect) and shall be replaced, under the terms and conditions set forth in these Conditions, with the relevant party's receivable in respect of the payment of the Close-Out Netting Amount.

**17.3 Termination of Deposit.** If a particular party exercises its right under Article 17.1 or 17.2 of these Conditions, it shall be entitled, under analogic terms and by the same notification, to terminate also other Transactions than FX Transactions ("**Other Terminated Transactions**") as at the Early Termination Date. The settlement amount for Other Terminated Transactions shall be calculated and settled in a way similar to the way set out in Article 6.8 (b) and (c) of these Conditions, but, if applicable, this amount shall be set off against the Close-Out Netting Amount.

**17.4 Early Termination Date and its effects.** Except for the situation set out in the third sentence of Article 17.2 of these Conditions, if the notification establishing the Early Termination Date is delivered in the manner described under Articles 17.1 or 17.2 of these Conditions, the Early Termination Date shall fall on the established date, notwithstanding whether or not the relevant Event of Default or Early Termination Event is still in place. Starting from the moment at which the Early Termination Date occurs or is effectively established, no further payments or deliveries pursuant to these Conditions and no default interest accrued by the aforesaid moment shall be demanded with respect to all Terminated Transactions, without any prejudice to the other provisions of the Contract. The amount due and payable as a result of the fact that the Early Termination Date has occurred or has been effectively established, if any, shall be determined in accordance with the provisions of Articles 17.6 resp. 17.7 hereof.

**17.5 Close-Out Netting Amount.** As at the Early Termination Date or as soon as possible thereafter, the Calculation Agent shall make any and all calculations necessary for determining the amount to be paid as a result of the occurrence of the Early Termination Date and the calculations shall be made in accordance with the provisions of Articles 17.6 or 17.7 hereof (hereinafter the "**Close-**



**Out Netting Amount**”). The Client and the Bank have agreed that the manner in which the Close-Out Netting Amount is determined is a close-out netting agreement as envisaged by the relevant provisions of Czech law governing the matters of close-out netting, as amended. The parties have agreed that the procedure for calculating the Close-Out Netting Amount complies with the business practice of the relevant financial markets. The Calculation Agent shall furnish, upon the other party's request, the documentation used for the calculation of the Close-Out Netting Amount.

- 17.6 **Calculation of Close-Out Netting Amount upon an Event of Default.** If the Early Termination Date has occurred as a result of an Event of Default, the Close-Out Netting Amount shall be an amount equal to (1) a sum of (A) the Early Termination Amount(s) (irrespective of whether greater or less than zero), and (B) Unpaid Amounts payable to the Bank, less (2) Unpaid Amounts payable to the Client. If the Close-Out Netting Amount is greater than zero, the Client shall pay it to the Bank; if the Close-Out Netting Amount is less than zero, the Bank shall pay its absolute value to the Client.
- 17.7 **Calculation of Close-Out Netting Amount upon an Early Termination Event.** If the Early Termination Date has occurred as a result of an Early Termination Event, the Close-Out Netting Amount shall be determined in accordance with the provisions of Article 17.6 hereof. In case of the Early Termination Event referred to under Article 16.2 (a) hereof, the Calculation Agent determining the relevant Early Termination Amount(s) shall proceed as follows: (i) if it receives quotations from one or more third parties, it shall ask each such third party to disregard the Bank's creditworthiness and provide the mid-market values; and (ii) in any other case, it shall apply market values notwithstanding the Bank's creditworthiness.
- 17.8 **Currency conversion.** The Calculation Agent shall calculate the Close-Out Netting Amount in CZK (Czech crowns) unless a written agreement between the parties stipulates otherwise. A market exchange rate shall be used for the conversion, determined as a rate at which a corresponding amount of one currency can be bought or sold for a corresponding amount of the other currency in the Czech Republic's foreign exchange market, with spot clearance, as at the Early Termination Date.
- 17.9 **Due date.** The Close-Out Netting Amount shall become due and payable in CZK, as follows:
- if the Close-Out Netting Amount is calculated as a result of an Event of Default, as at the moment of delivery to the other party of the notice of its calculation by the Calculation Agent;
  - if the Close-Out Netting Amount is calculated as a result of an Early Termination Event under Article 16.2 (c) hereof and the Bank has exercised its right to terminate all unsettled FX Transactions even without delivering a notification, on the second (2nd) Working Day after the Early Termination Date;
  - in other cases, on the second (2nd) Working Day after delivery of the notice of the Close-Out Netting Amount calculation.
- 17.10 **Account for payment of the Close-Out Netting Amount.** The Close-Out Netting Amount shall be paid:
- to the account indicated by the Calculation Agent in the notification of the calculation if the Client is obliged to pay the Settlement Amount; or
  - to the Account, if the Bank is obliged to pay the Close-Out Netting Amount. If any Account is denominated in CZK, the Bank shall credit the Close-Out Netting Amount to this Account. If no Account is denominated in CZK, the Bank shall determine the Account to which the Settlement Amount shall be credited. A market exchange rate shall be used for the conversion of the currencies, determined by the Bank as a rate at which a corresponding amount of one currency can be bought or sold for the corresponding amount of the other currency in the Czech Republic's foreign exchange market, with spot clearance, as at the due date of the Close-Out Netting Amount.
- 17.11 **Refusal to perform.** The Bank shall not be obliged to perform its duties from a Transaction: (i) for the time for which in respect of the Client there has occurred and is continuing or is imminent an Event

of Default, or (ii) if there has occurred or has effectively been determined the Early Termination Date in respect of the Transaction, or (iii) if any other condition precedent agreed by the parties in the Contract is not met. The Bank shall also be entitled to refuse a related payment order.

- 17.12 **Conduct of Calculation Agent.** The Calculation Agent shall always act in good faith and use commercially reasonable procedures, and shall never act contrary to the practices that are common in the relevant financial markets.
- 17.13 **Performance from the Early Termination Date.** As soon as the Early Termination Date occurs or is effectively determined, the parties to this Contract shall not be obliged to make any payment and/or make any other delivery pursuant to these Conditions with respect to Transactions terminated pursuant to Articles 17.1 or 17.2 hereof. The other provisions of the Contract shall not be affected by the aforesaid. The amount due and payable in respect of the Early Termination Date shall be calculated in the manner referred to in Article 17.4 et seq. hereof.

## 18. Other rights of the Bank

- 18.1 **Outsourcing.** The Bank may delegate or assign the exercise of some or all of its duties under these Conditions to any third party. The Bank shall be entitled to do so even without the Client's consent.

## 19. Termination of contractual relationship

- 19.1 **Termination.** Each of the Client and the Bank shall be entitled to terminate the Contract in writing at any time. Effects of the notice of termination shall begin at 8:00 a.m. of the Working Day immediately following the day on which the notice has been delivered to the other party. The foregoing shall not apply in case of the notice of termination given by the Bank to a Qualified Client, in which case the Bank shall be entitled to terminate the Contract in accordance with the General Conditions regulating Contracts for Payment Services.
- 19.2 **Termination of effectiveness of the Contract.** The effectiveness of the Contract shall terminate at the moment of termination of effectiveness of the Contract for Provision of Direct Banking.
- 19.3 **Impact of termination of the Contract on Transactions.** The termination of effectiveness of the Contract shall have no impact on Transactions concluded but unsettled as at the termination of effectiveness of the Contract, which shall continue to be governed by the provisions of the Contract. The Bank's right to proceed pursuant to Article 17 hereof shall remain unaffected.

## 20. Disclosure of position

The Bank and its officers, members of its Board of Directors and employees may act, represent members of the Board of Directors or hold a short or long position or act as a market maker, advisor, broker, commercial or investment banker in relation to corporations, institutions, investment instruments or derivatives to which the Application may refer or which may be available in the Application. Such a situation could potentially lead to a conflict of the Client's and the Bank's interests. Unless otherwise stipulated by law, the Client is aware that the Bank is not obliged to inform the Client of the occurrence of any such situation.

## 21. Security

- 21.1 **Protection from Viruses.** The User shall ensure that the Device from which he uses the Application is not affected by any Virus.
- 21.2 **Security instructions.** The User shall comply with the security advice and instructions created by the Bank and available at the Internet Address.
- 21.3 **Client's information duties.** In order to adopt suitable security measures, the Client shall inform the Bank promptly of (i) any change in respect of a User (in particular with regard to the restrictions the Client wishes to establish to the User's access to the Application or cancellation of the User's authorisation), (ii) any unauthorised use of the Application or breach of the Application's security.



21.4 **User's liability.** If a User accesses, uses or attempts to access or use the Application for any other purpose than to conclude a Transaction or exercise another Service (in particular to manipulate, hack, change or harm the Application's security or functionality), the User shall expose himself to the risk of civil, criminal or other liability.

21.5 **Rights to the Application.** The Bank grants to the User an irrevocable, non-exclusive, non-transferrable and limited right to access, use and display the Application in accordance with these Conditions. The Bank may cancel or change this licence at any time, for any reason and without prior notification, without any liability on the Bank's part. No other rights to these Conditions are granted by these Conditions. All the rights that are not expressly granted in these Conditions are reserved by the Bank or by third parties providing Services and the Bank has obtained their consents.

21.6 **Access Data.** The access data and other data required for accessing and using the Application (the "Access Data") shall be secured and kept confidential and shall not be disclosed to any other person than the User. The Client shall be responsible for adequate security in order to: (i) ensure that no Access Data be disclosed to any other person than the User, and (ii) prevent the access of any other persons to the Application using the Access Data. The Client shall also ensure that the User not log in the Application from a Device connected to a local network or the internet, unless there have been made appropriate steps ensuring that no other person will be able to monitor, use or copy any Access Data.

## 22. Warranties

22.1 **Representations about the Application.** The Application is provided as is, at the Client's sole risk, and neither the Bank nor any of its service providers makes any representation or warranty in respect of the Application or Services, among others no representation in respect of (1) the Application's currency, accuracy or completeness; (2) the Application's uninterrupted operation; (3) the Application's security, integrity or that the Application or the servers from which it is made available are free from any Viruses; (4) the results the Client or any third party obtains using the Application; and (5) any third-party content available in or through the Application.

22.2 **Updating.** Neither the Bank nor any of its service providers shall be obliged to maintain or update any content of the Application or be liable for the maintenance or updating of such content and such content is provided as is and may be current as at the close of business of the preceding day, in real time or with a delay.

22.3 **Links to websites.** The Application may include links to websites sponsored and maintained by third parties (the "Third Party Websites") not controlled by the Bank or any of its service providers. The Bank provides such links only for the User's convenience. Therefore, the Bank makes no representation in respect of the content of these Third Party Websites or their owners or sponsors. The fact that the Bank provides a link to a Third Party Website shall not constitute any recommendation, approval, endorsement, authorisation or expression of relationship by the Bank or any of its service providers in relation to such website, its owners and/or sponsors.

## 23. Indemnity

23.1 **Client's defence.** The Bank shall defend the Client against any claims that the Application infringes any registered intellectual property of any third party if (i) the Application is used as permitted under these Conditions, (ii) the Client promptly informs the Bank of any such claim, (iii) the Client allows the Bank to have full control of the defence and settlement of the dispute, and (iv) the Client cooperates in this defence with the Bank. The Bank provides no other indemnity in relation to any other matter.

23.2 **Client's obligation to compensate harm.** The Client shall compensate the Bank for any harm (including loss of profit) and all costs and expenses (among others including legal fees, interest, penalties, VAT or similar taxes) incurred by the Bank directly or indirectly as a result of, or in relation to: (i) any breach of these Conditions by any User; (ii) any claim of a third party in connection

with the use, failure or inability to use the Application by any User; (iii) any failure to comply with any legal regulations (among others including any applicable foreign exchange regulations or investment limits); or (iv) any User's negligence, wilful default or fraud, in each case in connection with the use or failure to use the Application or conclusion of a Transaction.

## 24. Liability

24.1 **Client's risk.** The User shall use the Application at his own risk and shall assume full responsibility and risk of loss resulting from the use of the Application.

24.2 **Bank's liability.** The Bank shall not be liable for (i) any loss, damage, cost, claim or expense of any kind incurred by the Client directly or indirectly as a result of any negligence, breach of contract, misrepresentation or otherwise (among others as a result of (A) the User's access of (or inability to access) or use of (or inability to use) the Application, (B) any content of the Internet Address or the Application or the use of this content by the User, (C) any error in or omission from the Application, (D) any Transaction, (E) the Bank's refusal to conclude a Transaction (F) any error in the data entered by the User in the Application, (G) any transmission of information by public networks (including the Internet), (H) any failure to transmit or any delayed transmission of an act aimed at conclusion (I) any prices/rates made available in the Application, (J) the Application's availability, (K) any access to any content provided to the User by a Third Party Website to which the User accesses through links in the Application or the use of this content, or (L) any unauthorised access to the Application or to any other means of communication used by the Bank in relation to the services provided under these Conditions), unless the loss arises directly as a result of the Bank's gross negligence, wilful misconduct or fraud, (ii) (a) any loss of reputation (b) loss of or damage to data.

24.3 **Bank's liability.** Neither the Bank nor any of its employees, officers, members of board of directors or agents shall be liable for any loss or damage of any kind incurred or suffered by the User (or any third party) as a result of the failure, interruption or delay in the performance of any of its obligations arising out of or in connection with these Conditions by reason of any cause beyond its reasonable control, including but not limited to (i) any act of God; (ii) any act, omission or regulation of any government or supranational body, authority or regulatory body; (iii) any delay, error, interruption, failure, omission, deletion or inaccuracy in the transmission or reporting of any information or Transaction; (iv) any suspension, restriction or termination of trading on or by any relevant exchange, trading system or clearing house; (v) any delay or change in market conditions before any Transaction is effected; (vi) any partial or total failure, breakdown, malfunction or illegal intervention of any transmission, telecommunications or other communications facility, computer service, processing system, hardware, software or energy supply.

24.4 **Acts to ensure compliance with legal regulations.** The Bank may make or omit to make any act it considers necessary to ensure compliance with any legal regulations. All legal regulations in relation to these Conditions and whatever the Bank does or fails to do in order to comply with them shall be binding on the User and such actions or omissions shall not render the Bank or any of its members of board of directors, officers, employees or agents liable.

24.5 **Exposure to external factors.** Whilst the Bank acknowledges its responsibility to take reasonable security precautions, the Client also acknowledges and accepts that, as with any network, the Client may also be exposed to (i) unauthorised programs transmitted by third parties; (ii) electronic trespassing; (iii) the failure of information and/or data to reach their intended destination; or (iv) the erroneous receipt or misdirection of information.

24.6 **The Bank's security precautions.** Although the Bank has, inter alia, security, data protection and privacy policies in place to reduce the risks and events referred to in Articles 24.4 and 24.5 above, it cannot guarantee their elimination. The Client therefore acknowledges and accepts that no transmission via the Application or such other means of communication shall be deemed

confidential and that the Bank shall not be liable for any breach of confidence arising out of or in connection with such events.

## 25. Persons authorised to trade

25.1 **Determination of authorised persons.** In the Application or the Contract, the Client shall be entitled to determine other restrictions for Users in the making of acts under these Conditions.

25.2 **Personal data of affected persons.** The Client shall obtain the consent of the affected person to designate the person as User in Annex 2 to the Contract before the Client provides Annex 2 to the Bank. The Client declares that he shall obtain all the required consents of all Users pursuant to Act No. 101/2000 Coll., on personal data protection, as amended, to their handover and processing by the Bank for the period for which the person will be a User under the Contract, for the performance of this Contract and for the purpose set out in Article 28 of the General Conditions before the Client hands them over to the Bank. If any such consent of a User is withdrawn, the Client shall notify it promptly to the Bank.

## 26. Non-standard situations

26.1 **Use of Contact Phones.** In the event of any problems in the availability of the Application on the part of the Client or the Bank, the Bank is prepared to provide the Services also through the Contact Phones, in Working Hours.

26.2 **Confirmations.** Depending on the nature of the technical issue, the execution of the Service shall be confirmed directly in the Application or in an alternative manner determined in a Conversation. In such an event, the Client shall provide the Bank with data necessary for his identification and render required assistance in the subsequent verification of the parameters of the concluded Service. A Service or a Transaction shall be considered validly concluded if the Client and the Bank have expressed their approval of the parameters of the Service or the Transaction orally in a Conversation through the Contact Phones.

26.3 **Identification of persons.** In the conclusion of a Transaction or another Service by phone, the Bank shall be entitled to request that the User prove his identity in a way acceptable to the Bank, in particular the identification on which he agreed with the Bank, or through technical identification means if the Client has received such means from the Bank. A failure by the Bank to identify the Client shall not affect the validity of the agreed Transaction or another Service.

26.4 **Making of recordings.** Any party (i) may make electronic or other recordings of the phone conversations of the parties in connection with the Contract or any potential Transaction or another Service, (ii) shall inform its relevant employees of the possibility of recording and shall obtain all consents that may be required by law before it allows these employees to communicate by phone, and (iii) agrees that these recordings may be produced as evidence in any proceedings relating to the Contract or any potential Transaction.

## 27. List of Services

27.1 **Description of Services.** The precise description of individual Transactions and the relevant Instruments, including examples, can be found at the Internet Address.

27.2 Transactions:

- a) Deposit
- b) FX SPOT
- c) FX Forward
- d) FX Swap

27.3 Other Services

- a) FX Instruction
- b) Modification of payment instructions
- c) Cancellation of a Transaction or Service
- d) Early Termination of a Transaction
- e) Modification of a Transaction

## 28. Use and definitions of terms

28.1 **Location of terms.** Capitalised terms are used in these Conditions and the Contract in their meanings set out in Article 28 hereof or in the General Conditions.

28.2 **Meaning of terms and headings.** Unless determined otherwise by context, in the Contract, words in singular shall include also plural and vice versa. All the headings and subheadings are only for ease of reference and shall be disregarded in the interpretation of these Conditions. Any reference to the Contract, these Conditions or any other document or agreement shall include all its amendments or changes that have been made in accordance with the Contract, these Conditions and the relevant legal regulations. Unless otherwise determined by the context of the Contract or these Conditions, any reference to an Annex, Article, Sub-Article or Paragraph shall mean a reference to an Annex, Article, Sub-Article or Paragraph of the Contract or these Conditions

28.3 In addition to the terms defined in the Contract and the General Conditions and unless not defined otherwise below in these Conditions, the following capitalised terms shall have the following meanings in these Conditions:

**"Account"** shall mean any of the Client's accounts kept by the Bank and specified in Annex 2 to the Contract. The Client's accounts must be, at the same time, the accounts in respect of which direct banking services – MojeBanka or Profibanka – are provided.

**"Administration Order"** shall have the meaning defined in the Terms and Conditions of Provision and Use of Direct Banking.

**"Adverse Regulatory Change"** shall have the meaning set forth in Article 16.2 hereof.

**"Application"** shall mean KB's eTrading electronic system in which Services are provided by the Bank.

**"Bank"** shall mean Komerční banka, a.s., with its registered office in Prague 1, Na Příkopě 33/969, postal code 114 07, ID number: 45317054, entered into the Commercial Register kept by the Municipal Court in Prague, section B, insert 1360.

**"Bankruptcy Proceedings"** shall mean that any of the following events concerning any of the parties as debtor, or his assets or a substantial portion thereof, occurs in compliance with any law or similar regulation of any jurisdiction:

- a) bankruptcy has been declared, or a decision has been made concerning the manner in which bankruptcy shall be handled;
- b) an insolvency petition has been dismissed due to insufficient assets, or a moratorium has been declared;
- c) insolvency proceedings have been initiated, or other proceedings, whether voluntary or mandatory, have commenced with similar legal consequences as those referred to above in this definition of the Bankruptcy Proceedings under clauses a) and b);
- d) any proceedings have been initiated in order to appoint a receiver, administrator or similar trustee;
- e) the execution of a ruling (distrain) is ordered;
- f) any public authority or local authority initiates any other proceedings under any jurisdiction that may have similar legal consequences as any of those referred to above in this definition of the Bankruptcy Proceedings under clauses a) to e).

The Bankruptcy Proceedings are initiated or commenced if a petition is instituted or presented for initiation of such proceedings, or if such petition is not required, a court of competent jurisdiction, public authority, local authority, corporate body or another relevant person adopts a decision in the initiation of such proceedings.

**"Booking Date"** shall mean the date on which a Service is validly concluded.

**"Branch"** shall mean Komerční banka, a.s., pobočka zahraničnej banky (a foreign bank's branch), with its registered office at Hodžovo námestie 1A, postal code: 811 06, Bratislava, ID number: 47 231 564 entered into the Commercial Register kept by the District Court in Bratislava I, Section: Po, Insert 1914/B.

**"Calculation Agent"** shall mean a party (or a third party), responsible for establishing the current fixed rates and for carrying out calculations

necessary for determining the payment liabilities of the parties and calculating the Close-Out Netting Amount. The Calculation Agent shall always be obliged to act in good faith and according to the appropriate business practice and its calculations shall be binding on the parties unless their obvious inaccuracy is proved, or, in case of the calculation of the Close-Out Netting Amount or its separate components, unless there is proven their obvious conflict with the business practice of the relevant financial markets. Unless otherwise agreed, the Bank shall be the Calculation Agent.

**"Cancellation"** shall have the meaning set out in Article 6.5 hereof.

**"Capital Market Trading Act"** shall mean Act No. 256/2004 Coll., on Trading on the Capital Market, as amended.

**"Civil Code"** shall mean Act No. 89/2012 Coll., Civil Code, as amended.

**"Client"** shall be a natural person or legal entity who is the Account holder and who has entered into the Contract and the Contract for the Provision of Direct Banking with the Bank.

**"Close-Out Netting Amount"** shall have the meaning defined in Article 17.5 hereof.

**"Confirmation Delivery Deadline"** shall mean:

- (i) a Working Day immediately prior to the Timely Confirmation Deadline;  
or
- (ii) if the Timely Confirmation Deadline falls on a day that is the first Working Day immediately following the Transaction Date, then at the Timely Confirmation Deadline, namely 2:00 p.m., unless otherwise agreed by the parties.

In the case of non-standard Transactions, the Bank shall be entitled to deliver the Confirmation even after such deadlines, on the condition that it sends it as soon as possible after the Transaction is concluded, a change/modification to its terms is agreed upon or its Early Termination.

**"Contact Address"** shall be the Client's latest postal address communicated to the Bank by the Client in the Contract, any other contract on the providing of a Bank Service or at any later time.

**"Contact E-mail Address"** shall be the latest email address communicated to the Bank by the Electronic Client in the Contract, any other contract on the providing of a Bank Service or at any later time.

**"Contact Phones"** are the Client's and the Bank's contact phone numbers set out in Annexes 1 and 2 to the Contract or such other phone numbers that the parties will use for the purpose of the Contract.

**"Contract"** shall mean the contract entered into by the Client and the Bank based on which the Bank undertakes to provide the Client with KB eTrading services and whose part are the General Conditions and these Conditions.

**"Contract for the Provision of Direct Banking"** shall mean the contract entered into by the Client and the Bank based on which the Bank undertakes to provide the Client with direct banking services and whose part are the General Conditions and the Terms and Conditions of Provision and Use of Direct Banking.

**"Conversation"** shall mean the negotiation between the Client and the Bank concerning specific conditions of a Transaction or another Service and its conclusion, amendment or early termination held over the telephone via the relevant telephone numbers.

**"Corporate Restructuring"** shall mean the consolidation, amalgamation or another merger of the Client; or its split-up, or transfer of all (or a substantial part) of its assets and liabilities or business establishment to another person; or transformation of the Client's legal form or another form of transformation of such corporation; or an agreement on any of the aforesaid.

**"Credit Support Documentation"** shall mean an agreement or another security document based on which the Client or the Security Provider secures the Client's debts to the Bank (specified therein) arising from, or in connection with, the Transactions under the Contract, to the extent and in the manner specified therein.

**"Currency Unit"** shall mean the lowest unit of a currency for a transaction (e.g. 1 heller, 1 yen, 1 euro cent).

**"Default Interest Rate"** shall be a per annum rate equal to the costs (without any demonstration or proof of actual costs) incurred by a given payee (as confirmed by the payee) should the payee fund the amounts in question or bear the costs of such financing, plus 1% per annum.

**"Device"** shall mean a desktop computer, notebook, tablet, smartphone or any other device that can be used to connect to the Application.

**"Deposit"** shall mean a term deposit with an individual interest rate set up and kept by the Bank based on each individual Transaction. The Deposit is recorded on a separate account of the Bank. A Deposit is also understood as a Rollover Deposit or Smart Deposit.

**"Early Termination"** shall have the meaning set out in Articles 6.6 to 6.8 hereof.

**"Early Termination Amount"** with respect to each Terminated Transaction or each group of Terminated Transactions shall mean the amount of the losses or costs of the Calculation Agent that are or would be incurred under the prevailing market circumstances (expressed as a positive number), or gains of the Calculation Agent that are or would be realised under the prevailing market circumstances (expressed as a negative number) in replacing, or in providing for the Calculation Agent the economic equivalent of (a) the material terms of the Terminated Transaction or a group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date (assuming satisfaction of the conditions precedent set forth in Article 17.11 hereof), and (b) the option rights of the parties in respect of that Terminated Transaction or a group of Terminated Transactions.

Any Early Termination Amount shall be determined by the Calculation Agent, which shall act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. The Calculation Agent may determine an Early Termination Amount for any group of Terminated Transactions or any individual Terminated Transaction but, in the aggregate, for not less than all Terminated Transactions. Each Early Termination Amount shall be determined as of the Early Termination Date or, if that would not be commercially reasonable, as of the date(s) following the Early Termination Date, as would be commercially reasonable.

Unpaid Amounts in respect of a Terminated Transaction or group of Terminated Transactions, as well as legal fees and costs/expenses referred to under Article 16.3 hereof shall be excluded in all determinations of Early Termination Amounts.

In determining the Early Termination Amounts, the Calculation Agent shall be entitled to consider any relevant information, including one or more of the following types of information: (i) quotations (whether firm or indicative) for replacement transactions supplied by one or more third parties; such third parties may take into account the Calculation Agent's creditworthiness at the moment the quotation is provided, and the terms of relevant documentation, including credit support documentation, between the Bank and the third party providing the Quotation; or (ii) information consisting of relevant market data in the relevant market supplied by one or more third parties, including (but without limitation) relevant rates, prices, yields, yield curves, spreads, volatilities, correlations or other relevant market data in the relevant market; or (iii) information of the types described in clause (i) or (ii) above and coming from internal sources (including any of the Calculation Agent's affiliates), provided that such information is of the same type as that used by the Calculation Agent in the regular course of its business for the valuation of similar transactions.

The Calculation Agent shall consider (taking into account the standards and procedures described in this definition) quotations pursuant to clause (i) above, or relevant market data pursuant to clause (ii) above, unless the Calculation Agent reasonably believes in good faith that such quotations or relevant market data are not readily available or would produce a result that would not satisfy the said standards. When considering information described in clauses (i), (ii) or (iii) above, the Calculation Agent shall be entitled to include costs of funding to the extent to which such costs of funding are not, and would not be, a component of the other information being utilised. Third parties supplying quotations pursuant to clause (i) above or market data pursuant to clause (ii) above may include, without limitation, dealers/securities traders in the relevant markets, end-users of the relevant product, information providers/vendors, brokers and other sources of specific market information.

Without duplication of amounts calculated based on information described in clauses (i), (ii) or (iii) above, or other relevant information, and when it is

commercially reasonable to do so, the Calculation Agent calculating the Early Termination Amount may in addition consider any loss or costs incurred in connection with terminating, liquidating or re-establishing any hedge related to a Terminated Transaction or group of Terminated Transactions (or any gain resulting from any of them).

Commercially reasonable procedures used in determining an Early Termination Amount may include the following: (1) application of the valuation or other pricing model to relevant market data obtained from third parties pursuant to clause (ii) above or information from internal sources pursuant to clause (iii) above of pricing or other valuation models that are, at the time of the determination of the Early Termination Amount, used by the Calculation Agent in the regular course of its business in pricing or valuing of transactions between the Calculation Agent and unrelated third parties that are similar to a Terminated Transaction or group of Terminated Transactions; and (2) application of different valuation methods to Terminated Transactions or groups of Terminated Transactions depending on the type, complexity, size or number of the Terminated Transactions or group of Terminated Transactions.

**"Early Termination Date"** shall have the meaning specified in Article 17.1 hereof.

**"Early Termination Event"** shall mean any event or situation described in Article 17.2 hereof.

**"Electronic Client"** shall be a Client who, for deliveries purposes, has stated his e-mail address during the conclusion of the Contract or during the conclusion of any another contract on the providing of a Bank Service or at any later time.

**"EMIR"** shall mean Regulation (EU) of the European Parliament and of the Council No. 648/2012 on OTC derivatives, central counterparties and trade repositories; the appropriate related Commission delegated regulations (EU), Commission implementing regulations (EU) and other related legal regulations (hereinafter also referred to as "EMIR and Related Regulations").

**"Event of Default"** shall mean any event or situation described in Article 16.1 hereof.

**"Exchange Rate"** shall mean the price of one currency expressed in the units of another currency agreed upon by the parties to an FX Transaction.

**"FX Forward"** shall mean a Transaction consisting in the exchange of two currencies at an agreed Exchange Rate whose settlement is to occur within a period from (and inclusive) three Working Days (T+3) to 1 year after the conclusion of the Transaction, unless otherwise agreed by the parties.

**"FX Instruction"** shall mean the Client's instruction submitted to the Bank in the manner intended for entering into FX SPOT Transactions, depending on the occurrence of a specific Exchange Rate and fulfilment of other preconditions set forth in the instruction

**"FX SPOT"** shall mean a Transaction consisting in an exchange of two currencies at an agreed Exchange Rate which shall be cleared within two Working Days (T+2) after the entering into the Transaction.

**"FX Swap"** shall mean a Transaction in which there is agreed the exchange of one currency for another currency and, at the same time, a reverse exchange of the same currencies on a different date. The subject of the price arrangement is in particular the difference between the prices of the first and second exchanges.

**"FX Transaction"** shall mean a Transaction whose subject is an FX Swap, FX Forward or FX SPOT.

**"General Conditions"** shall mean the General Business Terms and Conditions of the Bank that constitute an integral part of this Contract in accordance with Section 1751 of the Civil Code.

**"Group Entity"** shall mean a person related to the Client through property or staffing or forms a group with the Client.

**"Information about Investment Services and Instruments"** shall mean information which constitutes an integral part of this Contract pursuant to Section 1751 of the Civil Code provided by the Bank to the Client.

**"Initial Value Date"** shall mean, in case of the Deposit, a Working Day on which the commencement of the Deposit has been agreed and, at the

same time, the Bank shall be entitled to collect the principal from the Account.

**"Instrument"** shall mean an investment instrument as envisaged by the Capital Market Trading Act in respect of which the Bank provides the Services.

**"Internet Address"** shall be the Bank's Internet website www.kb.cz or another internet address that will replace it.

**"Maturity Date"** shall mean the date of the last settlement of the relevant Service if a Transaction has more than one settlement date.

**"Modification"** shall mean a modification of the terms of a Transaction agreed by the Bank and the Client in a manner according to these Conditions.

**"Notice on the Payment System"** is a Notice as envisaged in the General Conditions setting forth the terms and conditions of delivering the payment services, in particular deadlines for the conclusion of payment transactions. The Notice on the Payment System is an integral part of this Contract pursuant to Section 1751 of the Civil Code.

**"Other Terminated Transactions"** shall have the meaning set out in Article 17.3 hereof.

**"PRIBOR"** shall mean the Prague Interbank Reference Borrow Offer Rate that is made public through the REUTERS system, page PRBO for the requested period, or at a page that substitutes it.

**"Rollover Deposit"** shall mean several (two to thirty) consecutive Deposits of the same principal and interest rate, with each such Deposit being due on the first Working Day following the Initial Value Date of each Deposit.

**"Rules of Instruments Trading by the Bank"** shall mean the Bank's rules of instruments trading provided by the Bank to the Client which constitute an integral part of this Contract pursuant to Section 1751 of the Civil Code.

**"Security Provider"** shall be a third party securing the Client's debt to the Bank under the relevant Credit Support Documentation.

**"Service"** shall mean a service provided by the Bank to the Client pursuant to the Contract, in particular the services specified in Article 27 hereof. For the purposes of the Information about Investment Services and Instruments, a Service is only an investment service provided pursuant to the Contract.

**"Settlement Date"** shall mean a date on which the relevant party must satisfy debts from a Transaction.

**"Smart Deposit"** shall mean a Deposit agreed for a period ranging from seven (7) days to one (1) year and subject to a fee from deposit gains according to the Tariff of Fees.

**"Tariff of Fees"** shall mean the Bank's tariff of fees which constitute an integral part of this Contract pursuant to Section 1751 of the Civil Code.

**"Terminated Transactions"** shall have the meaning set forth in Articles 17.1 and 17.2 hereof.

**"Timely Confirmation Deadline"** shall mean the end of the last day by which a Transaction has to be concluded in compliance with Article 12 of Chapter VIII of Commission Delegated Regulation (EU) No. 149/2013.

**"Transaction"** shall mean a contract concluded between the Client and the Bank whose subject is an FX Swap, FX Forward, FX SPOT or Deposit.

**"Transaction Date"** shall mean a calendar day from which are derived other material circumstances of a Transaction, in particular Settlement Dates. It is usually identical with the Booking Date, but may be different from the Booking Date, due to the trading standards of different currencies and currency pairs on various world markets.

**"Unpaid Amounts"** owed to one party to the Contract as at a specific Early Termination Date shall mean, with respect to all Terminated Transactions, a sum of: (a) an amount equal to a sum total of all pecuniary receivables of one party to the Contract from the other party which became due and payable (or would have become due and payable if Article 17.11 hereof had not been applied) to the former party under these Conditions before the Early Termination Date (including that day)



and remain outstanding as at such Early Termination Date, including default interest at the Default Interest Rate accrued on such receivables to the Early Termination Date, and (b) if on the Early Termination Date there are to be terminated all the concluded and outstanding FX Transactions, any Close-Out Netting Amounts which became due and payable before the Early Termination Date (including that day) and remain outstanding as at such Early Termination Date, including default interest at the Default Interest Rate in accordance with these Conditions accrued on such receivables to the Early Termination Date. The Calculation Agent shall determine the appropriate market value as at the originally agreed date of delivery, in good faith and in a commercially reasonable manner.

“User” shall mean a natural person entitled to use the Application. In case of a Client–natural person, the Users may be the Client in person and other natural persons authorised by the Client and identified by the Client in Annexe 2 to the Contract. In case of a Client–legal entity, the Users may be natural persons entitled to act independently on behalf of the Client as a statutory body (a member of a statutory body) and other natural persons authorised by the Client and identified by the Client in Annexe 2 to the Contract.

“Virus” includes any unsolicited programs, in particular computer viruses, worms, Trojan horses, keylogger or screenlogger software spyware, adware and/or any malicious or unsolicited software.

“Working Day” shall mean:

- a) in case of a payment or delivery, a day (other than a Saturday or a Sunday) on which commercial banks in Prague are open for regular business and, at the same time:
  - (i) in relation to a payment in Czech crowns, a day on which all relevant parts of the Czech National Bank's CERTIS system are operational to an extent enabling the effecting of such payment;
  - (ii) in relation to a payment in euros, a day on which all relevant parts of the TARGET are operational to an extent enabling the effecting of such payment;
  - (iii) In relation to a payment in any other currency, a day on which commercial banks are open for business (including payments made in the currency concerned as well as dealings in foreign exchange and foreign currency deposits) in the place(s) agreed in relation to the relevant Transaction, or, if not so agreed, in the place where the relevant account is located and if different, in the principal financial centre, if any, of the currency of such payment;
  - (iv) in relation to any valuation, a day (other than a Saturday or a Sunday) on which an up-to-date valuation based on the agreed price sources can reasonably be carried out
- b) in relation to any notice or other communication, a day (except a Saturday or a Sunday) on which commercial banks are open for business in the city specified in the address provided by the recipient of such notice or communication.

“Working Hours” shall mean from 9:00 a.m. to 5:00 p.m. Prague time on a Working Day, unless otherwise agreed by the parties.

## 29. Final provisions

- 29.1 The Client confirms that he is aware of the nature and value of the performance the Bank is to provide under the Contract and the individual Transactions or other Services and that, by the conclusion of a specific Transaction or another Service, he agrees to the terms and prices of such performance, declares that the performance is not grossly inappropriate in relation to him and waives the right to request the cancellation of the Contract and/or the relevant Transactions or other Services under Section 1793 of the Civil Code.
- 29.2 The Client waives his right to request the cancellation of the Contract or any of its parts or the resulting obligations pursuant to Section 2000 of the Civil Code.
- 29.3 The parties have agreed that:
  - a) in relation to the Contract and the obligations under it they disapply Sections 1978(2) and 1980 of the Civil Code;
  - b) they disapply general business practice and the business practice prevailing in the sector related to the subject-matter of performance of the concluded Transactions and other Services, unless they have expressly been concluded and

confirmed in the relevant Confirmation or unless otherwise determined by the Contract or these Conditions;

- c) any reply with an insertion or deviation shall not constitute acceptance of an offer to conclude the Contract; this shall also apply to the conclusion of amendments to the Contract;
  - d) the Client assumes the risk of a change of circumstances;
- 29.4 If different interpretation can be used in relation to a term used in the Contract or these Conditions, in doubt it shall not be interpreted to the detriment of the party that has used it first.
  - 29.5 The Parties expressly confirm that the terms of the Contract are the result of the negotiation of the parties and that each party was able to influence the content and extent of the Contract's terms.
  - 29.6 The Bank shall be entitled to amend these Conditions from time to time in the way set out in the General Conditions.
  - 29.7 All communication and providing of information under these Conditions and the Contract shall be made in the Czech language unless otherwise agreed by the parties.
  - 29.8 The Contract and these Conditions shall be governed by the laws of the Czech Republic.
  - 29.9 Effect. Unless otherwise stipulated by another provision of these Conditions, these Conditions shall come into effect on 15 August 2023.