

**GE Money Bank, a.s.**

**GENERAL BUSINESS TERMS AND CONDITIONS**

1 November 1999

**FULL TEXT, AS AMENDED**

on 23 October 2000, 1 September 2001, 22 October 2001, 1 January 2002, 1 July 2002,  
1 January 2003, 1 April 2003, 1 July 2003, 1 January 2004, 1 August 2004,  
17 January 2005, 1 July 2005, 1 January 2006, 1 July 2006, 1 January 2007,  
1 August 2007, 1 January 2008, 1 July 2008, 1 January 2009, 1 November 2009,  
1 January 2011 and 1 January 2012

**Here are a few tips to help you find your way through contractual documentation:**

- Prior to signing contractual documentation relating to some products and/or services, you received pre-contractual **information on payment services and/or consumer loan**.
- Bank documentation consists of:
  - (i) The **Contract**, individual or joint, as in the case of a contract for bank products and services.
  - (ii) **Specifications**, which include the specific range of parameters of individual products and services such as the type of Current account, the interest rate, the type of debit or credit card.
  - (iii) **Product terms**, which as special business terms and conditions contain contractual provisions, description of concrete products and services and the manner in which they are provided and you will find them on [www.gemoney.cz](http://www.gemoney.cz).
  - (iv) **GE Money Bank, a.s. General Business Terms and Conditions**, which include general provisions, e.g. on communication.
  - (v) **List of fees for financial and business services** or other similar document.
  - (vi) **Interest rates list**, which include annual interest rates on deposits and loans.
- In terms of contractual documentation hierarchy, it is always important to devote maximum attention firstly to the contract, because the contract (and specifications, where applicable) always takes precedence over product terms and these always take precedence over general business terms and conditions. The hierarchy of contractual documentation is important in terms of the binding force of contractual provisions.
- In Chapter I JOINT PROVISIONS and Chapter XVIII FINAL PROVISIONS of these general business terms and conditions, you will find the principles that apply for all our clients and parties providing security for our clients' obligations.
- Chapters I and XVIII are followed up by concrete contractual provisions for individual products and services for entrepreneurs and non-entrepreneurs, which are included in the relevant contract, including specifications, and in the relevant product terms, such as e.g. for consumer loans, where applicable.
- The final article (358), to which article 4 of these general business terms and conditions also refers, includes a list of terms used in the general business terms and conditions, including an explanation of their meaning. You can recognise these terms easily as they appear in the text with a capital first letter. If you can't find a term in article 358 of these general business terms and conditions, it is possible that it is only explained in one of the product terms in the form of a so-called legislative abbreviation (hereinafter "...").

We will inform you of any planned amendments in advance, usually via the relevant account statement. You will always find the current version of the general business terms and conditions on our website at [www.gemoney.cz](http://www.gemoney.cz) or at any of our branch offices.

Please direct any questions regarding our products or services to our customer service

Customer service: +420 224 443 636

Information line: 844 844 844

[www.gemoney.cz](http://www.gemoney.cz)

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## GE MONEY BANK, A.S.

### GENERAL BUSINESS TERMS AND CONDITIONS

Full text, as amended by GE Money Bank, a.s. on 23.10.2000, 1.9.2001, 22.10.2001, 1.1.2002, 1.7.2002, 1.1.2003, 1.4.2003, 1.7.2003, 1.1.2004, 1.8.2004, 17.1.2005, 1.7.2005, 1.1.2006, 1.7.2006, 1.1.2007, 1.8.2007, 1.1.2008, 1.7.2008, 1.1.2009, 1.11.2009, 1.1.2011 and 1.1.2012

#### PREAMBLE

GE Money Bank, a.s., with registered seat at Vyskočilova 1422/1a, Prague 4, Michle, identification no. 25672720, postcode 140 28, entered in the commercial register kept by the Municipal court in Prague, section B, insert no. 5403, belonging to the General Electric Group, provides its Clients with banking services and bases its business relationships on mutual trust and compliance with relevant legislation and provides Clients with services with regard to their legitimate interests. These General business terms and conditions form a general legal framework for the conclusion of bank transactions and the provision of banking services by the Bank to its Clients.

#### I. JOINT PROVISIONS

1. General principles. These Conditions govern the rights and obligations of all contractual relationships between the Bank and its Clients relating to banking services and transactions provided and executed by the Bank. The Bank will handle all matters relating to such contractual relationships between the Bank and the Client in accordance with the Act on banks, the Commercial code and other relevant legislation. If any contractual arrangement or communication between the Client and the Bank is performed in a foreign language, the text drawn up in Czech language is in case of a doubt decisive.

2. Binding effect of contractual provisions. The Bank and the Client undertake to comply with the contractual provisions contained in all contracts for the provision and use of bank products and/or services, including Specifications and special business terms and conditions, especially Product terms and Conditions. These Conditions form an integral part of each contract or other agreement between the Bank and the Client in relation to the relevant transaction. In terms of contractual documentation hierarchy, any contract (including Specifications, where applicable) has the highest legal force, which always takes precedence over special business terms and conditions, especially Product terms and these always take precedence over Conditions.

3. Relation of joint and final provisions to other provisions of Conditions. If the joint and final provisions specified in Section I and XVIII of these Conditions contain different rules to those in the special section of the Conditions (Section II to XVII of these Conditions), the rules set forth in the special section will take precedence, unless explicitly stated otherwise in the individual provisions of these Conditions.

4. Definition of terms. Terms appearing in these Conditions, other special business terms and conditions or contracts referring or related to these Conditions written with a capital first letter have the meaning ascribed in Article 358 of these Conditions titled "Definition of terms" and/or the definition given in the relevant special business terms and conditions, unless the context clearly indicates otherwise.

5. Manner of providing bank products and services. The Bank provides the Client with its products and services individually or in agreed combinations on the condition Banks's compliance with the overall financial framework set by the Bank.



**5a Joint contracts.** Contracts, agreements or other arrangements for the provision of individual products or services can be part of a joint contract, in which the concrete parameters of products and services provided by the Bank form an integral part thereof. A contract for bank products and services has the nature of a joint contract.

**5b Product terms.** The Bank is entitled to continuously change, cancel or add individual terms and conditions and/or range of parameters of Product terms for specific products and services by issuing new Product terms that replace the previous Product terms. The Bank is obliged to is obliged to Post the text of the new Product terms and set an effective date in such a way that the Client has a chance to express its potential disagreement with the new Product terms. The Bank will Post Product terms for new products and services by no later than their effective date. If Product terms for already provided products and services are Posted for the first time, there is a change in existing contractual provisions for the specific products and/or services as of the effective date.

**5c Parameters of individual products and services.** The Client is entitled to select concrete parameters for products or services by choosing from Posted special business terms and conditions. Concrete parameters for individual products and services are agreed in the Specifications, which form an integral part of the Contract for bank products and services, if not contained in a separate contract. In the event of a change in the scope of products and/or services used by the Client or their parameters, new and complete Specifications is obliged to be completed, which contain the parameters of all currently provided and used products and services, unless agreed otherwise.

**5d Provision and use of bank products and services.** The Bank and the Client are entitled to commence, change or terminate the provision or use of individual products and services according to Posted Product terms in the form of complete (i) Written instruction, or (ii) Electronic instruction, the form of which is Posted or agreed by the Bank.

**5e Campaign.** During a Campaign the Bank is entitled to provide any product or service with an advantage or reward, which may consist of e.g. reducing or waiving Fees compared to the List of Fees or different interest rate compared to the Interest rate List. The Bank is entitled to provide also rewards for use of a specific product or service.

## **Proof of identity, representation**

**6. Proof of identity.** Prior to entering its first contractual relationship with the Bank, the Client is obliged to demonstrate its identity or existence for the purposes of identification by the Bank and thereafter at the Bank's request. Client – an individual or representatives and persons acting on behalf of a legal entity will demonstrate their identity in the following manner: (i) citizens of the Czech Republic will use their valid identity card, (ii) foreigners from European Union countries or Switzerland will use their valid national identity card or passport, or residential permit for foreigners, together with one other additional identification document, and (iii) other foreigners will use their passport. Legal entities ordinarily demonstrate their identity with an excerpt from the commercial register, or, in the case of a legal entity not entered in the commercial register, another legally eligible document, which cannot be more than 12 months old and the information contained therein must correspond to the internet version published on the official server. In the opposite case, original documents must be presented, which cannot be more than 30 days old. The Bank is entitled – though not an obligation – to accept other documents demonstrating the existence of a legal entity or the identity of an individual, at its own discretion. The Bank is entitled to require a second, additional identification document from Clients - individuals and representatives or persons acting on behalf of a legal entity. The Bank can copy the document submitted to the Bank to demonstrate the Client's identity or existence, with the Client's consent, and keep this copy as part of information about the Client.

For the purposes of these Conditions, identification is understood to mean:

- a) for individuals - the ascertainment of the person's name and surname, or all names and surnames, their personal identification number or date and place of birth, sex, residential address or other place of residence and verification of this information from the person's identity card, if such information is detailed therein, together with verification of the person's likeness to the picture shown on the identity card, verification of the identity card number, period of validity and the authority or state that issued the document; in the case of an individual entrepreneur, identification also includes the ascertainment of the business name, distinguishing addendum or other designation and identification number,
- b) for legal entities - the ascertainment of the business company or name, including the distinguishing addendum or other designation, its registered office, identification number or similar number assigned abroad and tax number, if applicable; the name and surname, or all names and surnames, personal identification numbers or dates and places of birth, and residential addresses or other places of residence of persons constituting its statutory body or members thereof, further the ascertainment of the majority partner or controlling party and identification of the individual acting in its name in the given transaction; if the statutory body or a member thereof is a legal entity, also the ascertainment of its business name or designation, including differentiating addendum or other designation, its registered office, identification number or similar number allocated abroad and the ascertainment of the identification details of the persons constituting its statutory body or members thereof.

If the Bank is unable to duly identify the Client on the basis of the submitted documents or it emerges that the Client, a member of the Client's statutory body or any member of the Client's Group is on the Office of foreign assets control list or any similar list issued by the Czech Republic or other EU Member State, the Bank is entitled to refuse the provision of services. In such a case, the Bank bears no liability for damages or other losses incurred in this context. The Bank reserves the right to request the Client or member of the Client's statutory body to make a written declaration that to the best of its knowledge, neither the Client nor any member of the Client's Group is on the Office of foreign assets control list.

**7. The Bank's statutory obligations.** In order to meet its statutory obligations, the Bank is entitled to, in particular, identify the participants of bank transactions and meet its duty of notification, respectively to postpone the fulfilment of the Client's Instruction in the case of unusual transactions. The Bank is entitled to request the Client to demonstrate the source of resources/origin of any monetary funds and the purpose of any payment transaction, i.e. deposit, withdrawal or transfer of monetary funds, with an explanation and possible submission of documents indisputably documenting the Client's declaration.

**8. Provision of further documents and information.** The Bank may decide to make the provision of individual bank services conditional to the submission of required documents and information from the Client. If the Client provides these documents and information on the conclusion of its first contractual relationship with the Bank, the Client need only demonstrate or confirm the currency of previously submitted documents and information when concluding further contractual relationships. This provision in no way restricts the Bank's right to request a repeat submission of documents and the provision of information to demonstrate the identity of the person acting on behalf of the Client in cases where this is required by law.

**8a Keeping documents.** The Bank is entitled to keep all the Client's applications for the provision of any products or services, including documents submitted by the Client, for a period of 10 years

from the termination of the relevant contractual relationship or the date it becomes clear that a contract will not be concluded.

**9. Services provided to minors and persons with limited legal capacity.** The Bank also provides services to minors and persons who are not fully competent to conduct acts in law in accordance with relevant legislation.

**10. Economically linked group of subjects.** When concluding a relevant contractual relationship with the Bank, the Client is obliged to inform the Bank in writing of any circumstances that tie it, in the sense of relevant Czech national bank measures, to other parties in an economically linked group, or which make it a party in a special relationship to the Bank in the sense of the Act on banks. The Client is also obliged to immediately notify the Bank in writing of any changes in these circumstances during the course of the contractual relationship.

**11. Authorisation.** Unless the law states otherwise, each power of attorney or other authorisation awarded by the Client to a third party to represent the Client in relation to the Bank is obliged to be made in writing and is obliged to be concrete and sufficiently specific. The Client's signature on a power of attorney or other authorisation is obliged to be certified or authenticated in some other manner acceptable to the Bank. The Bank is entitled to ask the Proxy to demonstrate his/her identity or existence in the manner stipulated in Article 6 of Conditions. The Bank is entitled to refuse to accept a power of attorney or other authorization especially if, with regard to the date of its granting, there is a doubt whether it has been recalled or if the proxy authorises a third person.

**12. Cancelled.**

**13. Change in identification details.** The Client is obliged to inform the Bank without delay, in writing or by phone, of any changes affecting its legal status, as well as all changes in information submitted to the Bank in relation to its contractual relationships with the Bank and submit documents demonstrating these changes to a sufficient degree in the Bank's view, together with any other information the Bank may reasonably require in this context. All information regarding changes in identification details must include the name of the product and identification detail to which this change relates (e.g. whether this relates to a change of residential address or correspondence address). Mentioned changes become effective and binding for the Bank on the Work day following the submission of relevant notification to the Bank, without regard to the entry of any information in public records or its publication in any other way. The Bank is not obliged to take regard of any notification from the Client that is not demonstrated by sufficiently conclusive documents in its view or not supplemented by information required by the Bank. The Client is liable for all damages incurred by the Bank or the Client as a result of failing to duly and punctually notify mentioned changes and submit sufficiently conclusive documents and information required by the Bank.

**14. Change in authorisation to represent the Client.** The Client is obliged to inform the Bank without delay, in writing, of a change, cancellation or termination of validity of any authorisation to act on behalf of the Client in relation to services provided by the Bank, including authorisation awarded to any person in relation to the Bank, without regard to whether the change, cancellation or termination of validity of the relevant authorisation to represent are entered in public records or published in any other way. Changes in authorisation to act on behalf of, or represent the Client must demonstrate by documents considered sufficient for the reliable vindication of these changes in the Bank's view, otherwise the Bank is not obliged to take regard of these changes and, in case of doubt, can refuse to provide further services, or terminate any concluded contracts with the Client with immediate effect, or block the Client's account in the event of a change in the persons authorised to act on behalf/ in the Client's name. The effect of the aforementioned changes in relation to the Bank and the Client's liability for damages are governed by the relevant provisions of Article 13 of Conditions.

## Communication with the Bank, transmission of Instructions and operating activities of Bank

**15. Confirmation of data disclosed by the Client.** Unless specified otherwise in these Conditions or any relevant contract or other agreement, the Client and the Bank will primarily use personal meetings, post, telephone, telefax, verified telex, the internet or electronic mail (email) in their mutual communication. The Bank is entitled, upon its sole discretion, to ask the Client to confirm the disclosed data within a prescribed period. If the Client does not make confirmation by the above deadline, the Bank will not be liable for any damages incurred by its proceeding on the basis of this unconfirmed communication.

**16. Complete Instructions.** The Client is obliged to ensure that all Instructions and other correspondence sent to the Bank are comprehensible and specific and that they contain full and correct information. If the Client fails to comply with the provisions of this article of Conditions, the Bank is entitled to refuse to execute Instruction or service related thereto. The Bank is not obliged to verify the correctness and accuracy of information provided by the Client.

**17. Statutory Instructions and bank transactions.** The Client is obliged to ensure that its Instructions comply with all relevant legislation. The Bank is entitled to refuse to execute Instruction or fulfil its obligations to the Client under contractual or other agreements, if it has reason to believe that the Bank would thereby breach any legislation or other regulations, including Czech national bank measures, which are binding for the Bank. In such a case, the Bank is entitled to terminate the contractual relationship with the Client with immediate effect, or declare its claims against the Client arising from such a contractual relationship as immediately due and payable.

**18. Form of Instruction.** The Bank is entitled to refuse to execute the Client's Instruction if it is not submitted to the Bank on the form issued or approved by the Bank, or on a data carrier or communication medium approved by the Bank and/or in the form required by the Bank. The Bank can require Instruction or any other information contained therein to be submitted in a specific form. The Bank will issue and Post conditions for the receipt of Electronic instructions, including information on what type of Electronic instruction is required for relevant operation or communication, including the day from which Electronic instruction will be received by the Bank. Until the Bank Posts the conditions for the receipt of Written instructions, Written instructions are only accepted at the Branch office managing the agenda relating to the contractual relationship between the Client and the Bank to which the relevant Written instruction relates, unless these Conditions explicitly specify otherwise.

**19. Duly signature.** The Bank verifies all Written instructions relating to the disposal of funds on the Client's accounts received from the Client in order to verify that the signatures on these documents correspond to signatures on the Specimen signature form. The Bank only accepts Instructions from the Client or their Proxy or from the Client or Authorised person/s in the case of the disposal of monetary funds on the Client's accounts. The Bank will refuse to execute a Written instruction if the signatures on the relevant Written instruction do not correspond to the signatures on the Specimen signature form in Bank records. However, the Bank is in no way liable for any damages incurred as a result of the execution of a Written instruction that was submitted by a person other than the Client or Proxy or the Client or Authorised person in the case of the disposal of monetary funds on the Client's accounts, if the difference in signature of such a person was not detectable on the Written instruction, even by exercising due care. The Bank also verifies Electronic instructions received from the Client in order to verify that they are issued and/or signed in the agreed form. However, the Bank is in no way liable for any damages incurred as a result of the execution of an Electronic instruction that was submitted by a person other than the Client or Proxy, if the difference in signature of such a person was not detectable on the Electronic instruction, even by exercising due care.

**19a Dynamic signature.** The Client who drew up through the SignPad the Dynamic signature will sign in this way all Written instructions and other documents drawn up in front of an employee of the Bank.

**20. Defective Instruction, exclusion of liability.** The Bank is not liable for the consequences of executing defective Instruction, if the fault was not evident at the time of delivery to the Bank, even by exercising due care. Damages and costs connected thereto are borne solely by the Client.

**21. Certified copies and super-legalisation.** The Bank is at its own discretion entitled to require copies of original documents submitted to the Bank by the Client to be certified. In the case of foreign documents submitted to the Bank by the Client, the Bank reserves the right to request these documents to be certified or super-legalised and affixed with an "Apostille" in the sense of the Hague Convention abolishing the requirement for the legalisation of foreign public documents, dated 5 October 1961. The provisions of this article also relate to the signing of Instructions, powers of attorney and similar documents by the Client or other persons in this context.

**22. Verified translations.** The Bank is entitled to request that when presenting any document to the Bank in a language other than Czech or Slovak, the Client also submit a Czech translation of the given document, completed by a court-appointed translator. In such a case, the Bank only uses the relevant Czech translation and is not obliged to check whether this translation corresponds to the original language version of the text.

**23. Business hours.** The Bank observes weekends and public holidays in accordance with valid Czech legislation. The Bank only accepts Instructions from the Client during business hours. The date of receipt of an Instruction by the Bank is understood as the day of its submission to the Bank by the Client. If the Bank receives the Instruction after business hours or on a day that is not a Work day, the date of receipt of the Instruction is understood to be the nearest following Work day.

**24. Unacceptable Instruction.** The Bank is entitled to refuse all Instructions that can be justifiably considered as unacceptable to the Bank for whatever reasons, especially due to their indefiniteness, ambiguity, incompleteness or conflict with relevant legislation and good morals, and to return the Instruction to the Client as unexecuted. If the Bank receives a Written instruction whose execution requires verification of the signature against the Specimen signature form at Branch offices that do not manage the agenda relating to the contractual relationship between the Client and the Bank to which the relevant Written instruction relates, the Bank reserves the right to only execute this Written instruction, in the event of technical problems with the electronic display of the Specimen signature form or the submission of the Written instruction by an authorised party, if it is submitted at the Branch office managing the agenda relating to the contractual relationship between the Client and the Bank. The Bank is not liable for damages or a delay in payment in the cases listed in this article of Conditions, or for any other consequences of refusing the Client's Instruction, as specified above.

**25. Closure or restriction of Bank operation.** The Bank is entitled to restrict or close its operation for the period absolutely necessary in cases deserving consideration. The Bank will Post information on the temporary closure or restriction of its operation. The Bank is also entitled to close a Branch office. The Bank will Post information on the closure of the Branch office and inform Client whose Current accounts or other bank trade was managed by the closed Branch office of this fact in advance, by notification on their Statement, by ordinary mail or in another suitable manner, including the date of Branch office closure. In the event of the closure of a Branch office, the Client can choose another Branch office that will continue to manage its Current account or other bank trade. If the Client does not notify the Bank of its new Branch office by no later than the closing date of the old Branch office, the Client's Current account or any other

bank trade will be managed by a Branch office designated by the Bank, of which the Bank will subsequently inform the Client by notification on its Statement, by ordinary mail or in another suitable manner.

**25a** Higher power on financial markets/unforeseeable obstacles to contractual performance. If unforeseeable obstacles independent of the will of the Bank arise and it cannot be reasonably expected that the Bank will avert or overcome these obstacles or their consequences, i.e., e.g. if a situation, over which the Bank has no influence arises on financial markets essential to the Bank's business activities due to political, economic, financial or other causes, and as a result of this situation, performance provided by the Bank according to the relevant contract or other agreement with the Client become considerably more expensive than at the time this contract or other agreement was concluded with the Client, the Bank is entitled to suspend contractual performance for the Client, or not provide performance at all. However, the Bank will make the maximum effort that could be reasonably expected to provide the Client with alternative performance that complies with the relevant contractual provisions. These provisions do not affect the validity of the provisions of Article 46 of these Conditions.

**25b** Special measures. The Bank is entitled to temporarily limit or change the extent of products and/or services provided in relation to a specific state, if the relevant change is outside the Bank's control and based on Czech or international regulations valid and binding for the Bank or its shareholder, on the condition that it Posts the identification of the concrete state, the product and/or service and the period the restriction will be in effect. Limits become effective on the day of their Posting.

**26.** Reasonable period. The Bank executes Instructions in a reasonable period according to their nature and complexity and in accordance with relevant business practice and legislation. In view of the procedures for interbank clearance prescribed by the Czech national bank in relation to the compilation of annual financial statement, the Bank reserves the right to set special conditions for the submission of payment orders and the execution of non-cash and cash payments prior to the end of the calendar year. The Bank will Post information on these conditions.

**27.** Cancelling and changing Instructions. The Client is not entitled to cancel or change Instruction on which the Bank has already executed clearance or other act required by the Client in the relevant Instruction. The Client will bear all costs of cancelling or changing an Instruction prior to its clearance or execution by the Bank. The Bank is not liable for damages or other costs incurred by the Client as a result of cancelling or changing the Instruction.

**28.** Forms of communication. The Bank is entitled to send all Instructions and notifications intended for the Client to:

- a) the address and/or electronic address (e-mail), data box, telephone, telefax or telex number given to the Bank by the Client (contact address), where the contact address for the delivery of documents must be located in the Czech Republic; and/or
- b) the Client's last known address, or, if the Bank were to expose itself to the risk of breaching its statutory obligations, especially that of bank secrecy, the Bank is entitled to place documents at the Branch office managing the agenda relating to the relevant contractual relationship to be collected by the Client.

The Client is obliged to immediately inform the Bank of any changes in contact details, where such a change becomes effective in relation to the Bank on the Work day following receipt of the given information by the Bank. Unless these Conditions specify otherwise, all Instructions and notifications on the part of the Client will be sent to the Branch office managing the agenda relating to the relevant contractual relationship, unless the Bank notifies the Client of a different

contact. The Bank and the Client can, in the cases specified in these Conditions, agreed in the relevant contract or in cases Posted by the Bank, also communicate electronically; the written form of notification will be observed in such a case, if notification is conveyed in one of the forms of Electronic instruction stipulated and Posted by the Bank for the relevant type of notification.

**28a** Information provided electronically. The Bank only provides the Client with information electronically (including telephone and text messages) to the extent and in the manner agreed with the Client or to the extent and in the manner specified in these Conditions. The Client explicitly agrees that the Bank is entitled to contact them by phone, in the period from 8:00am to 10:00pm. The Bank may require the use of authentication elements to authenticate the Client (e.g. password, electronic certificate, PIN, etc.) in order to enable the provision of information, especially that relating to the status of the Client's account/s and state of the Client's obligations to the Bank, wherein the Bank is authorised to assign these authentication elements to the Client. The Client is responsible for the protection of the assigned authentication elements. The Bank is not liable for losses or damages resulting from the misuse of assigned authentication elements. The Bank warns the Client that, unless indicated otherwise in these Conditions, communication between the Bank and the Client is not encrypted and secured against access by third parties in any other way. The Client takes note and agrees that the Bank is not liable and accepts no liability for any damages resulting from third party access to such information.

**29.** Delivery of notification. Instructions and notifications sent to the Client by registered mail, either personal delivery or with confirmation of delivery, are considered delivered at the instant they are received by the Client, or otherwise (i) at the instant the Client refuses to take receipt of the relevant document, or (ii) ten days after the day the consignment was deposited at the post office (or other holder of a postal licence), even if the Client did not learn of the dispatch of the relevant document. Other written consignments are considered delivered at the instant they are received by the Client, or the fifth day after dispatch.

**30.** Complaint regulations. Complaint regulations include the Bank's procedures for handling the Client's request for rectification in relation to the provision of bank products and services, especially complaints relating to payment transactions and the Client's complaints regarding, e.g., the manner in which a complaint was handled or the conduct of a Bank employee. The Bank Posts its Complaint regulations.

**31.** Dispatch of consignments to the Client. The Bank is entitled to send all consignments, financial sums and documents addressed to the Client or persons designated by the Client in the standard manner in banking, whether insured or uninsured, by ordinary or registered mail, with or without indicating the value of the consignment at its own discretion, provided the Client has not instructed the Bank otherwise. The Client bears all risk for the loss, damage or destruction of the consignment during transit to the Client or other person to whom such a consignment is delivered on the Client's instructions or in relation thereto.

**32.** Dispatch of consignments within the Bank. The Client agrees that the Bank is not liable for the loss, damage, destruction or misuse of consignments on dispatch between individual Branch offices or between Branch offices and Head office, if the need to dispatch this consignment arose because the Client or any other third party submitted documents, valuables or other performance they were required to submit under a contractual relationship between the Client and the Bank at a location other than that required by this obligation.

**33.** Lost forms. The Client is obliged to duly archive all forms, data carriers and communication media provided by the Bank and treat these with due care. If the Client discovers any incident, as the loss, theft or misuse of forms, data carriers or communication media or their unauthorised use, the Client is obliged to immediately inform the Bank of this fact in writing. The Client is liable for damages and all further consequences of the unauthorised use of forms, data carriers and

communication media until the Work day following that on which the Bank receives the Client's notification. The Client is not authorised to change any forms provided to the Client by the Bank in electronic form without the Bank's approval (apart from filling in the required data in the designated place on the form).

**34. Return of unused forms.** The Client is obliged to return all unused forms to the Bank within 10 days of the termination of the contractual relationship, together with all other data carriers and communication media provided by the Bank, unless the Client and the Bank agree otherwise in writing. The Client is obliged to also delete all Bank forms the Bank provided to the Client in electronic form from its systems by the same date.

**35. Information on changes.** The Client undertakes to ensure that the Bank has complete, precise and truthful information regarding the Client or any member of the Client's Group for the duration of the contractual relationship, especially about the Client's ability to pay the Bank's claims under any contractual agreements duly and on time; especially undertakes to provide the Bank with the following information by the designated deadlines and to corroborate this information with the relevant documents at the Bank's request:

- a) to immediately inform the Bank in writing of any and all changes in information provided to the Bank, especially in applications for the provision of any product and/or service, including any change in shareholders, partners or members of legal entities;
- b) of any Case of breach, with its detailed description and indication of implemented measures that were or will be taken to rectify the situation, within 3 Work days of the event taking place;
- c) all matters and circumstances that could have an impact on the Client's ability to pay the Bank's claims duly and on time or which have or could result in a deterioration of provided security, within 3 Work days after such matters or circumstances arose;
- d) the Client's intention to acquire control of a third party, well in advance of actual acquisition, and subsequently of acquisition of control within 5 days of the date control was acquired. Control is understood to mean a direct or indirect share of more than 50% in the legal entity's registered capital or voting rights, or the right to appoint and dismiss most members of the statutory body, supervisory board, company directors or the ability to exercise deciding influence on the legal entity's management, if the Client is a partner, shareholder or member of this entity based on a contract therewith, provisions in the legal entity's articles of association, an agreement with other shareholders, stockholders or members of the legal entity, or the ability to exercise deciding influence on the third party in another manner. An indirect share is understood to mean a share held through another party over which the Client has control; and
- e) the commencement or cessation business activities of the Client or member of the Client's Group, of intention of transformation, their entry into liquidation, the declaration of bankruptcy against their estate or declaration, that the Client is in impending bankruptcy or that steps have been taken to commence insolvency proceedings;

regarding a person who is or has been the shareholder of the Client or the member of the Client's Group; and

the Client is further obliged to deliver further documents to the Bank and provide further information at the Bank's request.

**35a Client's declarations and assurances.** The Client declares that:



- a) it is an individual with unlimited capacity to perform acts in law or a legal entity duly incorporated and existing in accordance with relevant legislation and that it has all relevant permits and authorisations to conduct its business activities and that these permits and authorisations are valid and effective;
- b) it has all necessary permits and approvals to conclude the contract with the Bank and further, related agreements and to fulfil the obligations arising therefrom and that these permits and approvals are valid and effective;
- c) the conclusion of any contractual agreement by the Client or other member of the Client's Group is not in contravention to the law, the articles of association or other binding internal documents of the Client or other member of the Client's Group, any contract, obligation, other agreement or other legal act concluded by the Client or other member of the Client's Group or a decision of the court or administrative authority regarding the Client or other member of the Client's Group or their assets;
- d) it has always complied with relevant legislation for the entire period it has conducted its business and non-business activities, including legislation on environmental protection, waste and/or Hazardous materials management, as well as legislation governing occupational health and safety and no criminal proceedings have been instigated or are currently underway against the Client;
- e) no court or administrative proceedings are currently underway against the Client in relation to a breach of regulations listed in the previous paragraph d) or relevant permits and there is no danger of such proceedings;
- f) there are no Hazardous materials present in the structure of buildings, or their parts and accessories, or in other items used by the Client for its business/non-business activities and/or which are the Subject of security and/or are financed by a loan provided by the Bank, in concentrations exceeding permissible limits as stipulated by valid legislation and/or measures have been taken to ensure the impact of Hazardous materials on human health or the environment is within the norms stipulated by valid legislation;
- g) buildings, including their parts and accessories, also used by the Client for its business activities and/or which are the Subject of security and/or are financed by a loan provided by the Bank the maximum valid permissible values for radon radiation is not exceeded;
- h) no Hazardous waste, substances, or materials of this type are stored, disposed of or deposited on/in real estate properties or other items used by the Client for its business/non-business activities and/or which are the Subject of security and/or are financed by a loan provided by the Bank and that these real estate properties and other items, or any parts thereof have not been contaminated with any Hazardous waste, substances, or materials of this type, nor contaminated in any other way. If Hazardous waste is stored, this is done so in compliance with all valid regulations for this activity;
- i) declares and undertakes to compensate the Bank for any damages or costs incurred by the Bank in direct or indirect relation to:
  - the presence of Hazardous materials or Hazardous waste on/in real estate properties, their parts or accessories or other items used by the Client for its business/non-business activities and/or which are the Subject of security and/or are financed by a loan provided by the Bank, and/or

- the release, continuing release or imminent release or continuing releasing of Hazardous materials and/or Hazardous waste or any material of this type from real estate properties or other items used by the Client for its business/non-business activities and/or which are the Subject of security and/or are financed by a loan provided by the Bank, or from the Client's operations in general.

**35b Audited financial statement.** The Client and his potential guarantor are obliged to, if they are parties obliged to complete audited financial statements, deliver their audited financial statement for the relevant financial year and audited consolidated financial statement for relevant members of the Client's Group, if applicable, to the Bank, in both cases with the auditor's report and all reports or documents prepared by the auditor in favour of the Client or its potential guarantor in this context, immediately after these are compiled, though no later than 210 days after the end of the relevant calendar year.

**35c Disposal of assets.** The Client cannot transfer, lease or dispose of any significant part of its assets in any way without prior written consent, provided this does not concern (i) disposal of assets as part of the Client or its potential guarantor's routine business activities, if the Client or its potential guarantor are entrepreneurs in the sense of relevant legislation, or (ii) disposal of assets in which the Client or its potential guarantor receive performance of the same or higher value, and both are obliged to ensure that other members of the Client's Group comply with the provisions stipulated in this article.

**35d Business changes.** The Client or its potential guarantor cannot decide (i) to windup their company without liquidation in the form of a merger, fusion, split or transformation of legal form or decide on the merger of a third party with their company, (ii) on changes in the composition of their statutory bodies, control bodies or top management, (iii) on a reduction in their registered capital, or (iv) on other matters that could have a similar effect to the above business changes according to relevant foreign legislation, without the Bank's prior written consent. The party or parties in a controlling relationship to the Client or its potential guarantor pursuant to relevant legislation as of the date of signing a loan contract is obliged to not cease to be a controlling party in relation to the Client or its potential guarantor without the Bank's prior written consent and any party or parties acting in accord in the sense of relevant legislation cannot become a controlling party or parties in relation to the Client or its potential guarantor without the Bank's prior written consent.

**35e Evaluation.** The Bank is entitled to conduct an Evaluation prior to the conclusion of any contract and at any time thereafter during the term of the contractual relationship arising therefrom.

**35f Acquisition of information by the Bank.** The Client agrees that the Bank is entitled to obtain information about the Client in relation to an Evaluation or Check of terms, including information from third parties, and that these third parties are authorised to provide the Bank with the required information. The Client is obliged to grant the Bank a power of attorney to enable it to obtain the required information on request.

**35g Enforcement of rights and reimbursement of costs in relation to Evaluation or Check of terms.** The Client is obliged to enable the Bank to exercise its rights in relation to Evaluation or Check of Terms, which includes permitting Bank employees access to premises, land and/or facilities owned or used by the Client or other members of the Client's Group, access to all the Client's accounting and other material or documents, as well as that of other members of the Client's Group on any data carrier and providing all necessary cooperation of experts. The Bank is entitled to compensation for costs incurred in relation to Evaluation or Check of Terms.

**35i Obligation to take Remedial measures.** If, based on information provided by the Client or obtained as part of Evaluation or a Check of Terms and Condition, or information received in any other way, the Bank reaches the conclusion that the Client's economic situation or that of any other member of the Client's Group has changed to such an extent that it can be inferred that the Client's ability to fulfil its obligations in relation to its contractual relationship is under threat, the Bank can require the Client to take Remedial measures proposed by the Bank or to secure or provide additional security for its obligations in the manner and amount specified by the Bank.

**36.** Cancelled.

**36a Information on the amount owed.** The Client agrees for the Bank to electronically send the Client information on the state of its obligations to the Bank.

**36b Statements.** The Bank delivers Statements to the Client in the agreed manner and in the agreed periodicity, usually once a month. If the Bank and the Client have agreed on personal delivery, the Bank will deliver Statements to the Client at the Branch office. The Statement includes all items cleared in the period from the date of issue of the last Statement to the date of issue of the following Statement. The Statement primarily includes the name of the account, account number in international bank account number format (IBAN), the Bank's identification code (BIC), currency designation, Statement number, date of issue of the Statement, the date of the previous Statement, the periodicity of Statements, the clearance date of item, the effective date of the transaction (exchange), a description of individual items and their total number, the opening balance and the closing balance following the clearance of mentioned items.

**36c Printout and delivery of Statements.** Statement with a monthly periodicity is printed as of the twentieth day of the calendar month from the day of opening a Current account or the nearest preceding Work day (though not later than the day that corresponds to the day the Current account was opened), unless the Bank and the Client agree otherwise. The Bank is entitled to suspend Statements sent to the Client and place Statements at the Branch office to be collected by the Client if Statements sent to the Client's address given by the Client as his contact address for the delivery of Statements are returned three times or if the Bank would thereby expose itself to the risk of breaching its statutory obligations, especially that of bank secrecy. The Bank is entitled to charge a fee for suspending and placing Statements at the Branch office according to the current List of fees. The Bank will disclose the information contained in suspended Statements to the Client on request in a form and manner determined by the Bank. The Client can setup service of electronic Statement.

**37. Records of communication with the Client.** The Client agrees that communication between the Client and the Bank will be recorded in a manner enabling electronic processing, i.e. recording, storage and reproduction. The Client also agrees that the Bank can make and store copies of all documents and other written material, including official documents submitted to the Bank by the Client, for its own use. The Client agrees that, in the event of a dispute with the Client, the Bank is authorised to use these records, recordings and copies as evidence.

**38. Accounting records.** Accounting and other records kept by the Bank in relation to the relevant contractual relationship or other agreement between the Bank and the Client will, in the event of any discrepancies between the Bank and the Client, always be the decisive document in relation to the matters to which they relate.

**39. Financial and other calculations.** Any financial or other calculation performed by the Bank in relation to amount payable to the Client or the Bank, including security, determining any interest rate, interests amount, Fee, Bank remuneration or other payments or confirmation of such calculation issued by the Bank, will, in the event of any discrepancies between the Bank and the Client, always be decisive.

**40.** Cancelled.

**41. Increased costs.** The Client is obliged to pay the Bank on its request any increased costs in relation to the conclusion or performance of a contract or other agreement between the Bank and the Client or in relation to financing the Bank's obligations arising from the contract or other agreement on request, if such an increase arose as a result of (i) a change in legislation or the adoption of new legislation relating to the given bank transaction or to the Bank as such, including measures adopted by the Czech national bank, or (ii) a change in the interpretation of such legislation by the Czech national bank or other administrative authority or court, if such a change in legislation, adoption of new legislation or change in the interpretation of legislation occurred after the conclusion of the relevant contract or other agreement.

### **Confidentiality of information and bank secrecy**

**42. Confidentiality of information.** The Bank will handle Confidential information in accordance with relevant legislation. The Bank will maintain the confidentiality of this information even after the expiry of the contractual relationship with the Client. The Bank is only authorised to provide Confidential information to third parties in the cases stipulated by relevant legislation and to the extent that the Client has given the Bank explicit consent for such disclosure in contractual or other agreements.

**43. Client's qualified and explicit consent.** The Client takes note and hereby confirms that it is acquainted with the content, explanations and information contained in the documents "Bank information", "Client information bank register and Non-bank client information register information memorandum (for bank clients)" and "Information on SOLUS registers" (a special-interest association of legal entities, identification no. 69346925), or the current version of these documents, which are Posted, in particular, on the Bank's website and/or at Branch offices and that it has freely given the consents required by Czech law to the following extent:

- consent for the processing of personal data in accordance with Act No. 101/2000 Coll., on the protection of personal data, as amended, at the Bank and other companies in the Client's Group, and possibly the General Electric Group, and in client information registers;
- consent for the employment and use of its personal identification number in accordance with Act No. 133/2000 Coll., on the register of population and birth numbers, as amended;
- consent to copying the Client's documents, from which its identity can be verified, in accordance with Act No. 328/1999 Coll. on identity cards and Act No. 329/1999 Coll., on travel documents, as amended;
- consent to receive commercial information in accordance with Act no. 480/2004 Coll. on certain information society services, as amended.

The Client takes note that in the event of any questions or doubts, it can contact the Bank's customer service.

### **Set-offs, immediate payment of obligations**

**44. Set-offs.** The Client agrees that the Bank is entitled to set-off due claims from the Client and claims that are not yet due at any time, irrespective of the currency in which they are denominated or the legal basis of the claim, against any of the Client's outstanding claims from

the Bank or claims not yet due registered by the Bank on any account. The Bank will off-set claims in foreign currencies using the Posted exchange rate as of the off-set date. The Client explicitly stipulates and agrees that the provisions of §361 of the Commercial code do not apply to any contractual relationship between the Client and the Bank. The Bank can also exercise its right to off-set according to this article at any time after the termination of the contractual relationship with the Client. The Bank is entitled to off-set its claims against the Client's claims arising from the Contract for a Current account, even in the period from the termination of the Contract for a Current account to the closure of the Current account, established on the basis of the terminated Contract for a Current account and in the case of individuals, irrespective of whether or not they are individual entrepreneurs. Unless explicitly agreed otherwise, the Client is not authorised to unilaterally off-set its claims against the Bank against any of its obligations to the Bank.

**44a** Clearance with debit balance. The Bank reserves the right to debit any of its outstanding claims from the Client and claims that are not yet due to any of the Client's accounts at the Bank, in particular:

- a) outstanding claims payable to the Bank on the basis of a loan contract, a contract for the provision of a bank guarantee, a contract for the opening of a Letter of credit, etc;
- b) remuneration for account maintenance and Fees;
- c) claims from bills of exchange, cheques and similar instruments that the Bank previously credited to the Client's relevant account or discounted, if these sums are not duly and punctually paid to the Bank;
- d) advance payments provided to the Client by the Bank on the basis of complaints lodged by the Client prior to the end of complaint proceedings, provided the Bank finds the complaint was unjustified;
- e) sums corresponding to corrective clearing pursuant to current legislation

The Bank is authorised to debit the above sums to the Client's account even in the case of a debit balance on the Client's account or the emergence of a debit balance as a result of such clearance.

### **Termination of the contractual relationship**

**44b** Termination of the contractual relationship. Any contractual relationship relating to a product or service, i.e. including a Current account, loan (incl. consumer loans), credit or debit card ends:

- a) on expiry of the period for which it was concluded;
- b) by written agreement between the contractual parties;
- c) by written notice by the Client, following expiry of a one month term of notice, which begins to run on the day notice is delivered to the Bank
- d) by written notice by the Bank, following expiry of a two month term of notice, which begins to run on the first day of the month following that in which notice was sent by the Bank, unless the Bank exceptionally defers the start of this period in its notice. The reason for a deferral of notice is the provision of a reasonable period to rectify the Case of breach;
- e) by written withdrawal from the contract by the Bank if a Case of breach occurs; the Client and the Bank hereby explicitly agree that withdrawal will not have retrospective effect; the effects of withdrawal occur at the instant it comes into effect, i.e. notice of withdrawal is delivered to the Client. The delivery of notice of withdrawal is governed by these

Conditions; however it is differently agreed that if the Bank sends the Client notice of withdrawal by registered mail to the address the Client gave to the Bank and the Client refuses to take delivery of the notice of withdrawal or notice of withdrawal cannot be delivered, the effects of delivery occur on the day the post office (or other holder of a postal licence) returns the notice of withdrawal to the Bank;

- f) by withdrawal from the contract by the Client for reasons stipulated by law and while complying with the terms and conditions stipulated by law. The Client and the Bank hereby explicitly agree that withdrawal will not have retrospective effect; the effects of withdrawal occur at the instant it comes into effect, i.e. notice of withdrawal is delivered to the Bank;
- g) by written notice by the Client, effective on the day of delivery to the Bank, if the Client did not accept a change in contractual arrangements and notified the Bank of its disagreement with the change within 2 months prior to the relevant change coming into effect. A change in contractual arrangements in this sense, is understood to mean all changes that the Bank is authorised to make unilaterally, with the exception of changes in interest rates and exchange rates derived from Reference interest rates and Reference exchange rates;
- h) by written notice by the Client, effective on delivery to the Bank in the event of a termination of contractual arrangements pursuant to which the Bank managed the Client's account, on the condition that the Client does not hold any Cards and/or cheques to the terminated account and/or no sums were debited from the account for SIPO payments;
- i) by written notice by the Bank, effective on delivery to the Client in the event of a Case of breach, unless the law stipulates otherwise.

**44c** Cases of breach. Each of the following events is considered as a Case of breach:

- a) the Client and/or any member of the Client's Group breaches its obligations under any contract concluded with the Bank or special business terms and conditions, especially Product terms and/or these Conditions;
- b) the Client does not make an initial deposit to its Current account in the amount equal to at least the minimum deposit specified by the Bank within one month of opening the Current account;
- c) the balance on the Current account, through which an overdraft is not drawn, does not reach the minimum balance Posted by the Bank for a period of three months;
- d) turnover on the Current account does not reach the minimum turnover on the Current account stipulated by the Bank for a period of three months;
- e) monetary funds are, or were used by the Client or a third party in contravention to the purpose or manner of use agreed in the contract;
- f) the Client and/or any member of the Client's Group defaults on the payment of any obligation to the Bank or a third party, including another member of the Client's Group, especially if there is an enforcement proceedings initiated;
- g) any of the declarations or assurances provided by the Client and/or any member of the Client's Group prove to be false, incorrect, incomplete or misleading;

- h) the Client does not arrange or provide additional security or meet any other agreed terms and conditions of security in any other way;
- i) the Client and/or any member of the Client's Group does not provide the Bank with cooperation during Evaluation or a Check of terms;
- j) the Client does not adopt Remedial measures or meet the obligations specified in adopted Remedial measures duly and on time;
- k) the Client and/or any member of the Client's Group is in bankruptcy or impending bankruptcy or steps have been instigated to commence insolvency proceedings or to commence liquidation or events have occurred whose effect will have a similar effect to the events specified in this article according to international law, if this law is decisive in the consideration of the given event;
- l) the Client and/or any member of the Client's Group has declared its intention to cease to meet its obligations or has commenced negotiations with its creditor/s in the matter of postponing payment of any of its obligations;
- m) the Client has not met any of its obligations to inform in relation to the Bank on the basis of any of its contracts, these Conditions, Product terms, other agreements or on the basis of legislation or has failed to demonstrate the source of monetary funds or the purpose of a payment transaction;
- n) the Client has exceeded its Authorised Limit and/or failed to meet its Monthly credit income for drawing an overdraft loan.

**44d** Consequences of a Case of breach. In the event of a Case of breach, the Bank is entitled to implement one or all of the following measures:

- a) to declare by its decision that any of the Client's obligations to the Bank are due immediately and to request the Client for their premature repayment. The Bank will notify the Client of its decision in writing and, in particular, inform the Client of the day on which it has declared the Client's obligations due and the period in which the Client is obliged to pay these obligations to the Bank;
- b) to declare by its decision the loan as immediately due and to request the Client for its premature repayment. The Bank will send the Client written notification of the call declaration of the loan as immediately due, indicating the Date of the declaration of the loan as immediately due. The Client is obliged to pay to the Bank within 10 days after receiving initiated notification:
  - (i) the loan principal;
  - (ii) contractual interest and default interest accrued as of the Date of the declaration of the loan as immediately due on the loan principal, and any other sums payable to the Bank according to the loan contract that have not yet been paid to the Bank, and
  - (iii) a contractual fine equal to the amount of interest and any Fees and other sums that the Client would have been obliged to pay the Bank after the Date

of the declaration of the loan as immediately due in the event of the due performance of the loan contract. The contractual fine will be calculated according to the following formula:

$$SP = SU + (PSD \times MP)$$

|     |  |
|-----|--|
| SU  | contractual interest accrued from the Date of the Call for Immediate Loan Repayment to the agreed date for the repayment of the loan according to the relevant loan contract |
| PSD | number of repayments until the agreed date for the repayment of the loan according to the relevant loan contract   |
| MP  | monthly Fee for the maintenance of the loan account according to the List of fees  |

The Bank will calculate the total sum according to points (i), (ii) and (iii) and include this sum in notification of the call for immediate loan repayment. If the Client fails to pay the total sum within 10 days of the delivery of notification of the call for immediate loan repayment to the Client, the Bank is entitled to charge default interest on this total sum from the day following the Date of the declaration of the loan as immediately due;

- c) to suspend provision of products or services to the Client and/or to cancel the Allowed limit and to record the receivable at a newly opened account;
- d) to terminate the contractual relationship with the Client;
- e) in the event of exceeding the Authorised limit and/or failing to meet Monthly credit income and/or the Credit period, to transfer the debit balance on a Current account to a newly opened loan account as of the day of cancelling the Authorised limit and to notify the Client of the number of the new loan account, the total amount owed, the amount of individual monthly annuity payments, on the understanding that repayment will not exceed a period of 24 months and to notify the Client of the Fee for the transfer of the Bank's claim to the loan account in the amount Posted in the List of fees;
- f) to write off monetary funds recorded by the Bank on any account of the Client as an obliged person according to the specific enforcement decision, regardless contractual arrangements on realization period and/or regardless the day of renewal of saving and deposit accounts as the premature withdrawal with the fact that the Bank is entitled to charge the Fee for premature withdrawal.

**44e Settlement of claims and obligations.** In the event of a termination of the contractual relationship between the Bank and the Client, the Bank without an unreasonable delay will settle all claims and obligations relating to the closed account, including the settlement of payment transactions by Card. At the same time, the Bank will settle all claims and obligations relating to the closed account, which are registered on any other account. If Cards or cheques have been issued with the closed account, or if funds are debited from the account for SIPO payments, the account can only be closed earliest 30 days after the day the relevant contractual relationship was terminated. The Bank can shorten this period in justified cases.

If the Client does not indicate the manner in which the balance on the account is to be settled prior to terminating the contractual relationship, the Bank will continue to keep a record of this balance on the account without interest or charged Fees until the end of the statute of limitations.



**45.** Cancelled.

## **Death**

**45a** Consequences of the Client's death. In the event of the Client's death, the Bank is entitled to suspend the provision of any products or services for the duration of the relevant probate proceedings and/or call in all obligations as of the date of the Client's death and/or terminate any contractual relationship unless agreed or specified otherwise by law. All contractual relationships end as of the day the liquidation of the estate comes into force or as of the day of a court decision to stop probate proceedings as the deceased left no assets or assets of negligible value.

**45b** Authorised person's entitlements on the death of the Client. In the event of the Client's death, the Authorised person is entitled to pursue the disposition with the monetary funds on the Client's account, unless the Client specifies otherwise. Each Authorised person is obliged to immediately inform the Bank of the Client's death, in particular, through the submission of the death certificate. The Bank is entitled to charge Fees and is obliged to settle relevant interest.

**45c** Settlement of funds on the account on the death of the Client. If the disposition rights of Authorised persons lapse in the event of the Client's death, or the deceased was the only Authorised person, the Bank will block the monetary funds on the account from the moment this fact is demonstrated to the Bank in a credible manner. The Bank will close the deceased's account and settle funds following the termination of the contractual relationship to the relevant account according to the agreement for the settlement of the estate approved by the court or according to a submitted effective court decision or realisation order. If however, the deceased requested the Czech social security authority or Ministry of the interior CZ to pay his pension and/or other benefits to the Current account by non-cash bank transfer and the Czech social security authority or Ministry of the interior CZ requests the Bank to return unlawfully paid pension and/or other benefits (including payments remitted after the Client's death), the Bank will return these funds from the Current account without an order in this case.

## **Bank liability**

**46.** Limitation of liability. The Bank is not liable to the Client for damages incurred as a result of the actions of Czech or foreign administrative authorities or courts, the refusal or late issue of essential official permits, cases of a force majeure, especially natural disasters or catastrophes, civil unrest, strikes or lockouts, market failures, gridlock, war or other events outside the Bank's control or for which the Bank is not responsible, or for damages resulting from events under the control or which can be influenced by the Client or resulting from a failure or the late fulfilment of the Client's obligations on the basis of these Conditions or any contract or other agreement between the Client and the Bank.

**47.** Exclusion of the Bank's liability and compensation for actions based on the Client's Instructions. The Bank is not liable for incorrect payment executed on the basis of the Client's Instruction or for the execution of other Client's Instruction. The Client will compensate the Bank for any damages or costs incurred by the Bank as a result of the Bank's actions based on the Client's Instructions. The Bank is not obliged to inform the Client of exchange or other business or financial risks or of other possible consequences of the financial operations or other bank transactions executed by the Client or of the value of items delivered to the Bank for safekeeping. In these cases too, the Bank is not liable for the consequences of the Client's decisions or chosen course of action.

**48.** Third party representatives. The Bank is entitled to use the services of a chosen third party to the extent necessary to fulfil its contractual obligations, at its own discretion. If the activity to be conducted by this chosen third party is of a nature that, in view of the Bank's subject of business

and the professional qualities of Bank employees executing bank transactions and services, it cannot be reasonably expected that, if this activity were conducted by the Bank itself, it could not be conducted with due diligence, the Bank is only liable for the careful choice of this chosen party, the provision of correct and proper Instructions to these parties and for verifying the execution of these Instructions.

## **Fees and payment of costs**

**49. Fees and List of fees.** The Bank and the Client have agreed that the Bank is entitled to charge the Client Fees and the Client undertakes to pay these charged Fees. The Bank is entitled to unilaterally change, cancel or add Fees on the condition of their prior Posting, unless agreed otherwise. The Bank presents an overview of Fees in the List of fees, whose current, full wording is Posted by the Bank, unless agreed otherwise. The Bank is entitled to charge Fees for services provided in foreign currencies in CZK, where the relevant Fee is converted as of the day of its entry in accounts and this when converting foreign currencies to CZK at the foreign currencies – buy rate and when converting CZK to foreign currencies at the foreign currencies – sell rate, which are Posted by the Bank.

**49a Combined Fees.** The Bank is entitled to Post Fees in the List of fees for a combination of products and/or services, for which it is entitled to charge combined Fees. The Bank is entitled to change the names of products and/or services to which combined Fees relate, on the condition these are Posted.

**50. Compensation and payment of costs.** The Client undertakes to compensate the Bank over and above the principal, agreed contractual fines, contractual interest and default interest and, on request, immediately pay all costs incurred by the Bank as a result of a breach of these Conditions or any contract or other agreement between the Client and the Bank, especially in relation to the recovery of due claims against the Client, including costs for the Bank's legal representation and court and administrative fees and other costs associated with the court or out-of-court recovery of claims, if these damages or aforementioned costs are incurred by the Bank in connection to a breach of obligations or a declaration by the Client or on the basis of any other circumstances according to these Conditions, the contract or other agreement between the Bank and the Client or in relation to the resolution of the Bank's disputes with the Client. The Client also undertakes to compensate the Bank and pay its costs, on request, in relation to court or out-of-court proceedings in which the Bank takes part in relation to court proceedings or a dispute between the Client and third parties, which could have an impact on the contractual relationship between the Bank and the Client.

**51. Payment of costs attributable to the Client.** The Client further undertakes to immediately pay the Bank, over and above its Fees and remuneration, all further costs incurred in relation to the conclusion, amendment and termination of a contractual relationship with the Client, which can be attributed to this contractual relationship, in particular, notary, court, administrative and other fees, costs for above standard documentation, costs for legal services and the services of experts and tax and economic advisors, translators and interpreters, and above standard costs for telex, telephone or other communication media.

**52. Settlement of Fees.** Unless the Client and the Bank agree otherwise, Fees are payable as of the date indicated in the List of fees and if the List of fees does not include such information, preferentially monthly, always on the last day of the relevant month. Information on Fees charged is shown as a separate item on the Statement, which also shows the type and possibly number of individual items to which the charged sum relates.

## **Interest and tax**

**53. Types of interest rates.** The interest rate is set in the relevant contract or other agreement between the Client and the Bank either as a fixed, or as a variable interest rate. Unless explicitly stated otherwise, the interest rate applies to an annual period.

**54. Variable interest rate.** A variable interest rate may have the nature of (i) a Declared interest rate, or (ii) an Indexed interest rate.

**55. Changes in Declared and Indexed interest rates, whose index is determined solely by the Bank.** The Bank primarily sets Declared interest rates and Indexed interest rates whose index is determined solely by the Bank according to the situation on the money and capital markets where it procures its financial resources. The Bank is entitled to change Declared interest rates and Indexed interest rates whose index is determined solely by the Bank, especially in relation to developments on the aforementioned money and capital markets, wherein, the Bank will also take changes in interbank rates on the relevant money market into account and/or changes in the discount rate announced by the relevant central bank (or other competent institution) for the relevant currency and/or changes in the consumer price index released by the relevant statistical office (or other competent institution) in the country/countries in which the relevant currency is legal tender. The Bank will Post notification of such a change, if possible in advance, or inform the Client of this fact in the form of an Instruction.

**56. Determination of the number of days for the purposes of interest.** Unless the Bank and the Client agree otherwise, interest is charged/credited by the Bank throughout the year, in that interest on all credit and deposit products is based on a calendar year of 365 days and the actual number of days that funds were provided to the Client by the Bank or deposited at the Bank by the Client.

**57. Increased sums due to deducted tax.** All payments that the Client is obliged to make to the Bank on the basis of these Conditions or any contract or other agreement between the Bank and the Client, is obliged to be free of any deductions on the grounds of tax or other obligations, including tax collected at the source or tax advances, if such a deduction is not required of the Client by relevant legislation. In the event the aforementioned deduction exists, the sum payable by the Client will be increased in such a way that, following the relevant deduction of tax or other payment, the Bank will receive and be entitled to retain, without any tax obligation, tax deduction or withholding tax, a net sum equal to the sum it would have received and been entitled to retain if the aforementioned deduction had not been made. In the event of payment by the Bank in favour of the Client, the Bank is not obliged to increase this sum on the grounds of tax or other obligations.

**58. Deduction of tax.** The Bank deducts the relevant tax at the source and deducts advances for the payment of tax in accordance with valid legislation and with regard to the Client's tax domicile. The Bank does not deduct tax for Clients – tax residents of EU member states. For Clients – tax residents of countries with which the Czech Republic does have an Agreement for the avoidance of double taxation, the Bank proceeds in accordance with the provisions of the relevant contract.

**59. Client default and default interest.** The Bank is entitled to charge the Client default interest on payments with which the Client is in default, especially where this relates to repayment of a loan principal, interest, Fees, or other financial obligations to the Bank. The Bank is entitled to add interest, which is not duly paid by its Due date, to previously due and, as yet, outstanding sums and then charge default interest on this total. The Bank also is entitled to charge interest on the sum by which the Client exceeded the set credit limit in the case of an overdraft at the default interest rate and, at the same time require contractual interest. If imperative statutory provisions indicate the use of a statutory default interest rate, the Bank will use the relevant statutory rate. In all other cases, the Bank will use the default interest rate valid on the day the Client defaulted, in

the amount determined and Posted by the Bank. The Bank is entitled to change the default interest rate at any time in connection to developments on relevant financial markets and in relation to its business policy. Unless the Bank and the Client agree otherwise, default interest is always payable on the Due date of contractual interest. The Bank is entitled to charge default interest in full, at any time, for the entire default period, include the day the outstanding sum was remitted to the Bank.

## Security instruments

**60. Establishment and provision of additional security for the Client's obligations.** The Bank is entitled, at any time during the term of the contractual relationship between it and the Client, to require the Client to establish or provide additional security for all or some of its current or future, existing, potential or conditional obligations to the Bank. The Client is obliged to establish or provide additional security for the aforementioned obligations in the form, quality and value stipulated by the Bank. The Bank is entitled to require the establishment or provision of additional security to secure the Client's obligations to the Bank as a condition of its performance in favour of the Client.

**61. Subject of security.** The Subject of security can be objects or property or other rights eligible for the establishment of the relevant security.

**62. Valuation of the Subject of security.** The Client is obliged to arrange Valuation at the Bank's request without undue delay, at its own cost. Valuation is obliged to be conducted by the Bank or a third party designated by the Bank or approved by the Bank in advance. In the event of the Client's inaction, the Bank is entitled to conduct a Valuation itself at the Client's expense or to arrange Valuation by its designated third party.

**63. Care of the Subject of security.** The Client undertakes to take due care of the Subject of security and any income resulting therefrom, at its own cost, and to refrain from anything that could reduce the value of the Subject of security. The Client, in particular, undertakes that, in the event of the lease of the Subject of security, the contract of lease will be agreed in such a way as to prevent the reduction of its standard price, i.e. it will not be leased by a contract of lease for an indefinite period with regulated rent or a contract of lease with prepaid rent or, in the case of non-residential space, for a period of longer than 5 years including the term of notice. In the case of liens, the Client is obliged to inform the Bank in writing prior to taking any of the following actions:

- a) the contemplated establishment of pre-emptive rights, an easement or conveying the Subject of security to a third party for use (e.g. in the form of a lease, loan, etc);
- b) the contemplated transfer of ownership of the Subject of security or its investment in the registered capital of any business company, cooperative or other legal entity;
- c) the possible conclusion of a contract/s or establishment of such rights as those indicated in points a) and b) of this article of the Conditions.

If the value of the Subject of security is reduced, the Client is obliged to immediately inform the Bank of this fact in writing and negotiate with the Bank on the possible provision of additional security. The Client is obliged to also insure the Subject of security, if permitted by its nature, at an insurance company and under terms and conditions approved by the Bank beforehand in writing and to maintain this insurance for duration of the existence of security, and, in particular, to pay relevant premiums duly and on time. The Client is obliged to further establish a lien on the claim for insurance benefits (hold the insurance benefit) from the given insurance in favour of the Bank.

**64. Satisfaction from Security instruments.** If the Client fails to meet its obligations to the Bank duly and on time or breaches its obligations to the Bank in some other way, the Bank is entitled to realise any or all Security instruments in accordance with relevant legislation, in the manner and order of its choice, without being obliged to inform the Client of its intended realisation, unless such an obligation is required by relevant legislation.. In connection to the realisation of Security instruments, Bank employees are authorised to seize some or all Security instruments and, for this purpose, are even authorised to enter the Client's premises and facilities (including land) and the premises and facilities (including land) of other members of the Client's Group. The Client is obliged to provide Bank employees with all necessary cooperation. The Bank will take the Client's interests into consideration when realising Security instruments. If the Client has established a number of Security instruments in favour of the Client, the Bank is entitled to choose between them. The Client is obliged to pay all the Bank's costs in connection to the realisation of Security instruments, including costs for legal representation and costs for obtaining Valuations.

**65. Further steps by the Bank in realising Security instrument.** Where possible, the Bank will acquaint the Client with the place, time and manner of realising Security instrument, unless this is precluded by the specific circumstances of the realisation of Security instrument. However, in the context of realising provided Security instrument, the Bank is not obliged to provide the Client with any additional period for the discharge of its obligations. During realisation, the Bank is not obliged to require payment in cash, lump sum or immediate payment from the acquirer of the Subject of security, nor is the Bank limited in its selection from interested parties bidding for the acquisition of the realised Subject of security, and is entitled to bid for the acquisition of the Subject of security, if this is not prohibited by relevant legislation.

## **II. CURRENT ACCOUNTS**

**66. Product terms for Current accounts.** Current accounts are primarily governed by the Product terms of:

Current account, Cash Pooling, Current account – bankruptcy, Genius Student account, Children's Genius account, Genius Dual account, Genius Dual Active account, Transparency account.

**67-86.** Cancelled.

## **III. SAVING PRODUCTS**

**86a Product terms for saving products.** Saving products are primarily governed by Product terms of:

Saving account for individuals, Saving account for individual entrepreneurs and legal entities, Deposit account for individual entrepreneurs and legal entities, Deposit account plus for individual entrepreneurs and legal entities, Single term deposit, Long-term term deposit, Special escrow account, Revolving term deposit, Genius saving account, Optimal saving account, Saving account Gold, Account of regular saving.

**86b – 96j** Cancelled.

**97. Passbooks.** More details rules and terms and conditions under which the Bank manages passbooks are set forth in the terms and conditions for depositors, which are an integral part of each passbook. If terms and conditions for depositors address any issues differently from these Conditions, the terms and conditions for depositors for the relevant passbook will take precedence in relation to the Client and deposits on passbooks.

#### IV. DOMESTIC PAYMENT SERVICES

**98. Product terms for domestic payment services.** Domestic payment services are primarily governed by Product terms of:  
payment services, product MultiCash.

**99-126.** Cancelled.

#### V. FOREIGN PAYMENT SERVICES AND DOMESTIC PAYMENTS IN FOREIGN CURRENCIES

**127. Product terms for foreign payment services and domestic payments in foreign currencies.** Foreign payment services and domestic payment in foreign currencies are primarily governed by Product terms of:

payment services.

**128. – 141.** Cancelled.

#### VI. CLEARANCE

**142. Product terms for the clearance of payment transactions.**

**143. – 152.** Cancelled.

#### VII. LOANS

##### General Provisions

**153. – 154.** Cancelled.

**155. Designated currency.** The loan contract includes the designated currency or currencies in which, or in which on the basis of the terms and conditions of the loan contract, monetary funds will be provided to the Client. If there is no Designated Currency in the loan contract, it is understood that the Designated Currency is Czech crowns. Unless explicitly agreed otherwise, the Client is obliged to repay all the Bank's claims arising in relation to the relevant loan contract in the Designated Currency. If the loan contract addresses the drawdown of the loan in more than one Designated Currency, the Client is obliged to repay the Bank's claims under the loan contract in the Designated Currency in which it drew the loan.

**156.** Cancelled.

**157. Multiple parties on the Client's side.** If a loan contract is concluded by more than one party on the Client's side, these parties are jointly and severally responsible for all financial obligations to the Bank arising in relation to the relevant loan and associated relations. These parties are obliged to elect a representative. This representative will be indicated in the loan contract and, by signing the relevant loan contract, the parties to this contract on the Client's side will authorise the representative to represent them in relation to the Bank in all matters relating to the relevant loan and associated relations. The Bank conducts all legal acts relating to the relevant loan and associated relations in relation to the representative only, with effect for all parties on the Client's side. The parties on the Client's side can only change their representative by written notification signed by all of the parties, including the current and newly appointed representative, delivered to

the Bank. This change comes into effect for the Bank on the Work day following the delivery of this notice.

**157a** Disclosure of information to third parties. The Client gives its explicit consent for the Bank to disclose information regarding the hitherto unpaid amount of the loan and information on the current manner of loan repayment to the owner of the Subject of security, the insurer providing insurance of the real estate as subject of the securement, the guarantor providing security for the loan or the guarantor on a bill of exchange used to secure the loan in relation to the Bank.

### **Drawing a loan and loan repayment**

**158.** Drawing a loan. Unless the loan contract specifies otherwise, the Bank will provide the Client with monetary funds based on the Client's request to draw a loan if (i) no Case of breach has occurred or can occur as of the day the request is delivered to the Bank, (ii) the Client has opened a Current account as specified in the loan contract for drawing the loan, and (iii) the Bank has received all documents, permits and other material from the Client requested by the Bank in relation to drawing the loan and the Client has met all other deferring conditions specified in the loan contract. Unless the relevant loan contract specifies otherwise, the Bank will debit the relevant loan account with drawn monetary funds no later than three Work days after receiving the Client's request to draw the loan; at this instant the loan is considered to be drawn. Unless the Bank and the Client agree otherwise, the Bank will transfer the drawn amount of the loan to the Client's Current account designated in the loan contract. Drawing an overdraft does not require submission of a request as specified above and is drawn on the basis of payment orders submitted to the Bank by the Client in accordance with the relevant contract for an overdraft facility.

**159.** Requirements of a request to draw a loan. The Client does not have the right to withdraw a request to draw a loan, change or add conditions after it is sent to the Bank without the Bank's prior written consent. The request will be considered as eligible to draw the loan if it meets all of the following conditions, unless specified otherwise in the loan contract:

- a) The Drawdown date specified in the request is:
  - (i) a Work day,
  - (ii) a day not preceding the day indicated in the relevant loan contract as the first day on which the Drawdown date can occur,
  - (iii) a day not following the day indicated in the relevant loan contract as the last day on which the Drawdown date can occur,
  - (iv) a day that is at least two Work days after the day on which the Bank received the request to draw the loan;
- b) The principal of the requested drawdown complies with all requirements placed on the drawdown sum specified in the relevant loan contract, and
- c) The drawdown of the loan will not exceed the total amount of the loan principal, together with the part of the principal the Client already owes the Bank according to the relevant loan contract.

**160.** Change in conditions. The Bank is entitled to refuse to allow the Client to draw or further draw the loan, if changes have occurred on the Client's side in the period since the conclusion of the loan contract, especially in the Client's economic situation, based on which the Bank can

justifiably feel that the Client's ability to fulfil its obligations in connection to the loan relationship is under threat. If the Bank refuses to let the Client draw the loan, both the Bank and the Client have the right to terminate the loan contract, effective from the day of delivery of the Bank's notice to the Client.

**161. Undrawn loan.** The fact that the Client did not draw the full amount of the loan or the drawn amount was reduced for other reasons does not affect the Client's obligation to repay the loan at the originally agreed dates and in the originally agreed amounts, until its full repayment. The final repayment will be reduced in connection to the reduction of the drawn amount in a corresponding manner, or the number of repayments may also be reduced. This does not apply in the case of annuity repayments, where individual repayments are reduced proportionally.

**162. Loan repayment.** The Client is obliged to repay the loan plus ancillaries in accordance with the loan contract, and is obliged to especially observe the agreed amount and dates of loan repayments. If the repayment of the loan principal and interest has been agreed in the form of annuity type repayments in the form of regular repayment, the annuity repayment includes an interest component by which interest is repaid and an amortisation component by which the principal is repaid. If the Bank is not entitled to the payment of any other claims, the repayment is first used to pay interest for the relevant period and the remainder of the repayment is used to amortise the principal. Any discrepancies between the amounts paid in regular monthly repayments and the total outstanding part of the loan will be taken into account in the final loan repayment.

**163. Interest period and due date of interest.** The interest period is defined in the relevant loan contract. The first interest period commences on the Drawdown date. The interest period ends on expiry of the period for which it was set. For the purposes of determining the length of the interest period, it is understood that the first day of the new interest period is the day following the last day of the previous interest period. The Client is obliged to pay interest as of the dates specified in the loan contract.

**164. Manner of loan repayment.** The Client is obliged to repay the whole amount due in favour of the Bank's agreed account with the precise variable symbol and if making repayments through its Current account, the Client is obliged to ensure there are sufficient monetary funds on the Current account specified in the loan contract no later than the last Work day prior to the day the repayment is due. If the Due date of any sum payable in accordance with the loan contract should fall on a day that is not a Work day, this sum will be payable on the next immediately following Work day. If the Bank only receives part payment or the available balance on the Current account from which payment is to be made is not sufficient, the Client's obligations will be paid in the following order, unless the Bank specifies otherwise in the concrete case:

1. loan interest;
2. repayment of the loan principal;
3. contractual fines, default interest and other payments of a sanction nature;
4. Fees and compensation of the Bank's expended costs;

and this, as a rule according to the due date (from the oldest due date).

### **Premature loan repayment**

**165. Required Bank consent.** The premature repayment of the loan or its part is only possible following the Bank's prior written consent under the terms and conditions agreed therein. The



Client is obliged to submit a request for premature repayment of the loan or its part to the Bank in which it will indicate the amount of prematurely repaid monetary funds, at least 30 days prior to the proposed date of premature repayment indicated in this request. If the Bank does not consent to premature repayment, the Client is obliged to pay the Bank a contractual fine or the relevant Fee indicated in the List of fees together with the premature repayment of the loan or its part, wherein the Bank's entitlement to compensation for damages incurred in connection to premature repayment is not affected by the payment of this contractual fine or Fee.

**165a Premature repayment.** In the case of premature repayment of any part of the loan, the final repayment is reduced in a corresponding manner, or the number of repayments is also reduced; this does not apply in the case of annuity repayments, where individual repayments are reduced proportionally.

**166. Default on premature repayment.** The Client is obliged to pay the premature repayment to which the Bank gave consent on the specified date, otherwise the Client is in default with all the consequences ensuring therefrom.

**167. Overdraft facility.** The Client is entitled to repay monetary funds provided as part of an overdraft facility at any time. The provisions of articles 165 and 166 of these Conditions do not apply to overdraft facilities.

**168. Revolving credit.** Unless the Bank and the Client agree otherwise, the Client is entitled to repay monetary funds provided in the form of revolving credit at any time, on the condition that it submits Instruction on the return of these funds to the Bank, in which it indicates the amount of prematurely repaid monetary funds and the date of their return to the Bank.

**169. – 188.** Cancelled.

### **Mortgage loans for individual entrepreneurs and legal entities**

**189. Undrawn mortgage loan.** If the ability to draw a mortgage loan or its individual portions is limited to a certain time period and the Client does not meet the conditions for drawing the mortgage loan or its part in this period, the Client is obliged to pay the Bank a Fee for not drawing the loan according to the current List of fees. If the Client withdraws from the contract for a mortgage loan prior to commencing to draw the loan, the Client is obliged to pay the Bank the relevant Fee according to the current List of fees.

**190. Interest.** A mortgage loan is charged interest at a fixed interest rate, which is always agreed for one interest period. The first interest period commenced on the day the Client commences drawing the mortgage loan and ends on the day specified in the loan contract. The fixed interest rate amount for the first interest period and the length of the following interest period are specified in the loan contract.

**191. Change of interest rate.** The Bank is entitled to propose a change of interest rate for each subsequent interest period in relation to the situation on the money and capital markets from which it procures its funds, also taking into consideration the course of loan repayment to date. The Client is obliged to be informed of the proposed change of interest rate in the form of written notification, which will be sent at least 21 days prior to the commencement of the new interest period. Each interest period begins to run on the day immediately following the day, on which the previous interest period ended. If the Bank does not propose a change, the interest rate from the previous interest period will apply for the next interest period. If the Bank proposes a change of interest rate and the Client does not notify the Bank of its disagreement with the newly proposed interest rate within 10 Work days prior to the beginning of the next interest period, it is understood the Client agrees with the new interest rate.

**192. Disagreement with a change of interest rate.** If the Client notifies the Bank in writing of its disagreement with the change of interest rate duly and on time and unless the Client and the Bank agree otherwise, the principal of the mortgage loan plus all ancillaries become payable as of the Due date of the next regular repayment following the end of the interest period in which the Client expressed its written disagreement with the change of interest rate. The height of interest rate in the period from the Client's expression of its disagreement with the change of interest rate to the Due date of the mortgage loan and its ancillaries remains equal to the interest rate valid on the day that the Client expressed its disagreement with the change of interest rate. In such a case, the Bank is not entitled to charge a Fee for the premature repayment of the mortgage loan or other similar Fee.

**193. – 195. Cancelled.**

**196. Premature repayment of a mortgage loan.** The Client is entitled to prematurely repay its mortgage loan or part thereof as of the date, which designation coincides with the date of regular monthly loan repayment, provided it notifies the Bank of its intention to repay the mortgage loan or part thereof in writing, indicating the amount of prematurely repaid funds and the date of premature repayment at least 30 Work days prior to the premature repayment of the mortgage loan or part thereof. In the case of premature repayment of any part of the mortgage loan, the final repayment is reduced in a corresponding manner, or the number of repayments is also reduced and in the case of annuity repayments, all repayments are reduced proportionally. The Client is obliged to also pay the Bank a contractual fine or the relevant Fee indicated in the List of fees together with the premature repayment of the mortgage loan or part thereof, wherein the Bank's entitlement to compensation for damages incurred in connection to premature repayment is not affected by the payment of this contractual fine or Fee, in the amount exceeding such fine or Fee.

**197. Repayment of mortgage loan on a change of interest rate.** The Client is entitled to repay its mortgage loan or part thereof as of each date of a change of interest rate announced by the Bank in writing, on the condition that it notifies the Bank of its intention to repay the mortgage loan or part thereof in writing, indicating the amount of repaid funds and the date of repayment on a change of interest rate at least 10 Work days prior to the change of interest rate. The Client is obliged to pay this notified repayment of its mortgage loan or part thereof on a change of interest rate in the manner agreed for the premature repayment of the mortgage loan.

**197a Individual extraordinary repayments on a mortgage loan.** The Client is entitled after the due payment of the principal amount of the mortgage loan payable within the first year of the repayment on the mortgage loan to make an individual extraordinary repayment on the mortgage loan, as of the date of the month following the month, in which the principal amount was repaid, which designation coincides with the date of following due monthly repayment. The Client can subsequently repeat this individual extraordinary repayment, though always only after due repayment of the principal amount of the mortgage loan payable within following six monthly repayments on the mortgage loan, and this as of the date of the following monthly repayment. The maximum amount of individual extraordinary repayment is limited to 25% of the actual amount of the drawn mortgage loan. An individual extraordinary repayment can only be made as of the date of the month following the month, in which the specific part of the principal amount of the mortgage loan repaid, which designation coincides with the date of the following due repayment of the mortgage loan and on the condition that the Client notifies the Bank of its intention to do so in writing at least 2 Work days prior to the date of such individual extraordinary repayment and in this notification indicates the amount and the date of the individual extraordinary repayment. The Client is obliged to repay the individual extraordinary repayment as of the stated date, otherwise he is in delay with all consequences arising from it. In case of the individual extraordinary repayment the final repayment of the mortgage loan is reduced in a

corresponding manner, or the number of repayments is also reduced; this does not apply in case the annuity repayment was agreed, when the repayments are reduced proportionally.

### **Consumer loans**

**198.** Product terms of consumer mortgage loans. Consumer mortgage loans for **non-entrepreneur** individuals (consumers) are primarily governed by Product terms of:

mortgage loans.

**199. – 206.** Cancelled.

**206a** Product terms of consumer instalment loans. Consumer instalment loans, with the exception of mortgage loans, are primarily governed by Product terms of:

consumer instalment loans.

**206b – 206i** Cancelled.

**206j** Product terms of consumer overdraft facilities. Consumer overdraft facilities are primarily governed by Product terms of:

consumer overdraft facilities.

**206k -206q** Cancelled.

**206r** Product terms of consumer revolving credit and credit cards. Consumer revolving credit and credit card are primarily governed by Product terms of:

consumer revolving credit and credit cards, consumer revolving credit and O.K. Premium shopping credit card.

## **VIII. BANK GUARANTEES**

**207.** Product terms of bank guarantees. Bank guarantees are primarily governed by Product terms of: bank guarantees.

**208. – 229.** Cancelled.

## **IX. PAYMENT CARDS**

**230.** Product terms of debit cards. Debit cards are primarily governed by Product terms of: payment cards.

**231. – 263.** Cancelled.

## **X. DIRECT BANKING**

**263a** Product terms of direct banking. Direct banking services in the form of Internet Banking (IB), Mobile Banking (MB), Telephone Banking (TB) and SMS Service are primarily governed by Product terms of: direct banking

services.

**263b – 263by** Cancelled.

#### **XI. GENIUS ACCOUNT**

**263ca – 263ce** Cancelled.

#### **XII. DOCUMENTARY LETTERS OF CREDIT**

**264.** Product terms of documentary letters of credit.

Documentary letters of credit are primarily governed by Product terms of: documentary letters of credit.

**264a – 281a** Cancelled.

#### **XIII. COLLECTIONS**

**282.** Product terms of collections. Collections are primarily governed by Product terms of: documentary collections.

**283. – 301.** Cancelled.

#### **XIV. CHEQUES**

**302.** Product terms of cheques.

The Cheques are primarily governed by Product terms of: cheques.

**303. – 312a** Cancelled.

#### **XV. BILLS OF EXCHANGE**

**313.** Bill transactions. The Bank conducts transactions with bills of exchange to the extent stipulated by the Bill of exchange and Cheques Act no. 191/1950 Coll., Act No. 591/1992 Coll., on securities, as amended and other generally binding legislation.

**313a** Empowering endorsement. The Bank only accepts bills of exchange affixed with an empowering endorsement enabling the Bank to exercise the relevant rights on the bill of exchange essential to its collection.

**313b** Acceptance and payment of bills of exchange. The collection transaction may consist of presenting the bill of exchange for acceptance or for collection (payment) of the bill amount. Both operations are separate collection transactions and the Bank charges relevant Fees for each of these.

**313c** Premature payment. The Client agrees for the Bank or other party executing collection of a bill of exchange to accept the bill amount from the bill debtor prior to the due date of the bill of exchange.

**313d** Collection expenses. All collection expenses and fees relating to the collection of a bill of exchange are borne by the Client requesting collection of a bill of exchange, unless the Client and the Bank have agreed otherwise.

314. – 339. Cancelled.

## **XVI. DEPOSIT BOXES**

**340.** Security deposit boxes. The Bank makes Deposit boxes available to Clients pursuant to agreements on the lease of a security deposit box. Pursuant to such agreements, the Client is entitled to use a Deposit box as lessee. The contractual relationship between the Client and the Bank shall be governed by the applicable agreement on the lease of a security deposit box and these Conditions, by the Civil code, and in particular by the provisions thereof in respect to lease agreements.

## **XVII. FOREIGN EXCHANGE ACTIVITIES**

**343.** Foreign exchange activities. The Bank buys and sells monetary funds in foreign currencies Posted by the Bank at the relevant time at its Branch offices in accordance with relevant legislation and standard bank practices. The Bank does not buy damaged notes or coins in foreign currencies. The Bank will issue a receipt for the relevant purchase or sale. The Bank reserves the right to set more detailed rules for the purchase and sale of certain currencies and to set restrictions for relevant transactions. The Fee for the purchase or sale of monetary funds in foreign currencies calculated in accordance with the List of fees will be increased by the amount corresponding to the difference between the actual exchange value of the purchased or sold foreign currency in Czech crowns and the paid out value rounded down to whole crowns.

344. Cancelled.

## **XVIII. FINAL PROVISIONS**

**345.** Change of party. The Client expressly agrees that the Bank is entitled to assign any of its claims against the Client or transfer any of its obligations to the Client to a third party or parties. The Client only is entitled to assign any of its claims against the Bank or transfer any of its obligations to the Bank to a third party or parties on the condition that it notifies the Bank in writing and demonstrably corroborates the manner of the change of party, with identification of the assignee or legal successor.

346. Cancelled.

**347.** Applicable law, court jurisdiction. Unless the Bank and the Client agree otherwise in writing, all contractual relationships between the Bank and the Client are governed by the law of the Czech Republic, in that the aforementioned contractual relationships are subject to the provisions of the Commercial code, provided that the Commercial code does not delegate the relevant relationship exclusively to the Civil code, without the ability of the contractual parties to change or exclude such a provision of the Commercial code. Unless the Bank and the Client agree otherwise in writing, or unless the law stipulates otherwise, the Bank and the Client have agreed on a change in local court jurisdiction, in that the court of local jurisdiction for any disputes arising from contractual relationships between these two parties is the District court for Prague 1.

**348.** Separability of provisions. If any of the provisions of the Conditions, a contract or any other agreement between the Client and the Bank is found to be or becomes invalid or unenforceable, this will not affect (to the maximum extent permissible by law) the validity or enforceability of the remaining provisions of these documents. In such a case, the contractual parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision with the same intent and effect as the provision it replaces to the maximum possible degree permissible by law.

**349. Written form of contracts.** All contracts or other agreements between the Bank and the Client and any contract between the Client and a third party mediated by the Bank can only be concluded, changed or amended in written form, where each such contract or its changes is obliged to be signed by all contractual parties. The written form is preserved if the contract is signed by the Client and/or the Bank electronically via an Electronic instruction, which is made in the form of a guaranteed Electronic instruction or certified Electronic instruction. The Bank will Post the day from which it is possible to sign contracts, their changes or amendments in electronic form by Electronic instruction, including the name of contracts that can be signed electronically.

**349a Conclusion of distance contracts.** The Contract for bank products and services can be closed also remotely, but only on condition of due identification, i.e. submission of the copy of the respective parts of the identity card with photograph including identification data and other identity document by the Client to the Bank and of the copy of a statement of an account with an institution based in the Czech Republic or in a EU member state, from which a payment for the benefit of the Current account.

**350. Number of counterparts.** Contracts and other agreements according to these Conditions are drawn up, unless the relevant contract or agreement stipulates otherwise, in the number of counterparts required so that the Bank and each of the relevant Clients receives one copy.

**351. Changes in Conditions.** The Bank is entitled to unilaterally change or amend these Conditions at any time on the condition that it informs the Client, especially through Statements or direct banking services and that it Posts these changes prior to the date they come into effect. In the event of a change in Conditions, the Bank will always Post the full, current wording of the Conditions. The Client can express their disagreement with the change in Conditions by written notification sent to the Bank within two months of the day it was informed of these changes or additions to the Conditions. If the Client fails to do so, the change in Conditions comes into effect on the day indicated therein.

**352. International conventions and customs.** Relationships between the Client and the Bank are governed by relevant international conventions and customs to the extent these do not contradict the laws of the Czech Republic, the provisions of these Conditions and the provisions of contracts and other agreements between the Bank and the Client.

**353. Mandatory insurance of deposits.** Client deposits at the Bank are insured under the conditions and to the extent stipulated in the Act on banks.

**354. Identification code.** The Bank's identification code is 0600.

**355. Validity and effect of the Conditions and contractual provisions.** These Conditions becomes valid and effective on 1.11.1999. All contractual relationships concluded between the Client and the Bank from the effective date of these Conditions are governed solely by these Conditions, unless the Conditions specify otherwise. Contractual relationships between the Client and the Bank governed by any Original business terms and conditions relating to account or deposit products will be governed solely by these Conditions from the effective date of these Conditions. The Client agrees that with the signing of the first contract conclude from the effective date of these Conditions, these Conditions will fully replace all other general business terms and conditions and similar Bank documents governing previously concluded contracts between the Client and the Bank and that such contracts will be governed by these Conditions from the date of signing the aforementioned contract between the Client and the Bank, unless these Conditions specify otherwise. All contracts or agreements between the Client and the Bank become valid and effective on the day they are signed by both contractual parties, unless the contract or other agreement specifies otherwise.

**356. Headings and numbers of individual articles.** The headings and/or numbers of individual articles of these Conditions and/or Product terms are for easier orientation in the text only and these headings will not be taken into consideration in the interpretation of these articles.

**357. Cancelling provision.** The Business terms and conditions for direct banking, dated 17.7.2000, are cancelled in full. Effective from 23.10.2000, contractual relationships in direct banking to which the aforementioned Business terms and conditions for direct banking applied will only be governed by these Conditions and the relevant Contract for direct banking services. These Conditions also cancel the Bank's Terms and conditions for electronic payment services via the program product BankKlient, dated 29.10.2001; effective from 1.1.2002, contractual relationships to which these cancelled terms and conditions applied will only be governed by these Conditions and relevant Contracts BankKlient.

**358. Definition of terms.**

**"Bank"** means GE Money Bank, a.s. with registered offices at Vyskočilova 1422/1a, Prague 4, Michle, postcode 140 28, identification no. 25 67 27 20, entered in the commercial register kept by the Municipal Court in Prague, section B, insert no. 5403.

**"Current account"** means a current account denominated in Czech crowns or a foreign currency maintained by the Bank.

**"Head office"** means the place designated by the Bank as the seat of its management.

**"Drawdown date"** means the day on which the Bank debits the Client's relevant loan account with the amount of the loan drawn in accordance with Article 158 of these Conditions.

**"Due date"** means the date shown on the Statement, by which a minimum amount equal to the Minimum repayment is obliged to be credited in favour of the Bank.

**"Date of the declaration of the loan as immediately due"** means the day on which the Bank, by its decision, declared the immediate repayment of a loan in accordance with Article 44d of these Conditions.

**"Authorised person"** means a third party authorised to dispose of monetary funds on the Client's account maintained by the Bank by the Client, who is authorised to obtain information concerning the available balance of the account in connection to an expected cash or non-cash payment transaction, or cash deposit for the purposes of sufficiently increasing the available balance or information on executed transactions, to the extent of information provided in Statements.

**"Specifications"** are part of the Contract for bank products and services or other related contracts and contain the parameters of individual products and/or services agreed between the Bank and the Client.

**"Confidential information"** means all information obtained by the Bank in relation to the contractual relationship with the Client, including information that is the subject of bank secrecy according to the Act on banks, trade secrecy according to the Commercial code or which is the subject of legal protection according to Act No. 101/2000 Coll., on the protection of personal data, as amended and Act No. 53/2004 Coll., amending certain acts relating to the register of population and birth numbers, especially the Client's personal data, including its personal identification number, voluntarily submitted and provided to the Bank in relation to the contractual relationship, obtained on the basis of approval by the General Electric Group or that of other banks or other financial institutions, or from copies of the client's documents proving its identity, information on the Client's identity, financial situation, its family and material situation and the Client's bank details, the Client's financial transactions and its payment moral. Confidential information is also understood to mean sensitive information, especially about the Client's state of health or criminal record, if these were voluntarily provided to the Bank in relation to the contractual relationship, to the extent specified in the concrete application or contract.

**"Dynamic signature"** is an electronic record of a handwritten signature of the Client executed through the device SignPad, including the graphic and biometric form of the signature, which

consist of e.g. analysis of the angles of the signature, its speed and the time for its execution, acceleration, pressure and direction of writing move.

**"Electronic instruction"** is a legal act by the Client addressed to the Bank or a legal act by the Bank addressed to the Client (unless specified otherwise) in one of the following forms:

- a) "guaranteed Electronic instruction" sent via the internet affixed with a guaranteed electronic signature based on a qualified certificate issued by an accredited provider of certification services in the sense of Act No. 227/2000 Coll., on digital signatures, as amended;
- b) "certified Electronic instruction" sent by the Client and addressed to the Bank via the internet affixed with a digital (electronic) signature based on a signing mobile key, i.e. an 8 character certification code sent to the Client's mobile phone and used to sign transactions executed via Internet Banking, which is sent to the Client by the Bank or on a signing digital certificate issued by the Bank, ID and password or executed via BankKlient affixed with an electronic signature and possibly encryption using a HW key;
- c) "verified Electronic instruction" sent by the Client and addressed to the Bank via the internet and affixed with an ID and password;
- d) "unverified Electronic instruction" sent via the internet, telephone or ATM using a valid PIN;
- e) "telephone instruction" by the Client addressed to the Bank, affixed with an ID and password and executed, e.g., via Telephone Banking, Mobile Banking and/or another manner;
- f) "simple telephone instruction" by the Client addressed to the Bank made by phone without the use of an ID or password; the Bank is entitled to request the Client for other information to verify the Client's identity.

**"EU"** means the European Union.

**"EUR"** is the designation of the euro currency.

**"Evaluation"** means an evaluation of the Client conducted by the Bank and possible members of the Client's Group in terms of the Client's ability or that of its guarantor to repay all the Bank's claims that have arisen or could arise against the Client or its guarantor in relation to the conclusion of any contract, especially a loan contract and subsequent provision of monetary funds to the Client.

**"ID"** means the Client's identification number, of which the Bank will inform the Client and which is unchangeable (does not apply to Mobile Banking).

**"Indexed interest rate"** means the interest rate which is calculated as the sum of (i) the index, which can be a certain interest rate on the interbank market or other declared interest rate, as agreed between the Bank and the Client in the relevant contract and (ii) Interest variation, if arranged.

**"Instruction"** is a Written instruction or Electronic instruction.

**"Campaign"** is a period of time, within which the Bank provides unilaterally at its sole discretion advantages and rewards beyond the agreed parameters provided that the Bank Posts or discloses to the Client the length of the time period, description of the advantage or reward, conditions of their obtaining, possibly their withdrawal in advance.

**"CZK"** is the abbreviation for Czech crowns, which is the monetary unit in the Czech Republic.

**"Client"** or also previously **"Customer"** means an individual or legal entity to which the Bank provides bank products and services on a contractual basis; for the purposes of these Conditions, the Client is also understood to mean other parties whose relationship with the Bank is governed by these Conditions or with which the Bank deals, especially in the case of deposits to Current accounts, foreign exchange activities and entering into contractual arrangement.

**"Check of terms"** means a check and evaluation of compliance with the terms and conditions under which the Client uses products and services.

**"Credit period"** is the agreed period for which the Client undertakes its Current account will show a credit balance, at least during the course of the agreed period, where this period begins on the first day of drawing an authorised debit balance on the Current account or the first day of drawing following the expiry of the previous credit period.



**"Monthly credit income"** is the total of the amounts credited to the Current account each calendar month, whose minimum amount is agreed and/or Posted by the Bank; the calculation of this amount does not include transfers from any of the Client's accounts at the Bank, including its Savings account or business accounts, transfers from internal Bank accounts and income from credit interest on funds on the Client's accounts at the Bank, unless the Bank decides otherwise, which it will Post.

**"Hazardous material"** is any natural or synthetic material in any state that is toxic, reactive, radioactive, caustic, or dangerous in any other way and which can cause harm to human health or damage the environment. This particularly concerns materials or preparations that are designated as hazardous by valid legislation, e.g. crude oil and its derivatives or secondary products and other hydrocarbons, polychlorinated biphenyls and asbestos.

**"Hazardous waste"** is waste designated as hazardous by valid legislation.

**"Noncommittal line of credit"** is a contractual agreement on the basis of which the Bank will provide the Client with a maximum financial limit up to which the Bank is authorised, though not obliged, to provide the Client with financing in the form of individual loans or other loan products. The provision of any drawdown of the financial limit depends solely on the Bank's decision, irrespective of whether the Client meets all the conditions specified for drawing the financial limit, while the Bank is also authorised to unilaterally reduce the financial limit by the hitherto undrawn part of the limit at any time by sending the Client written notification of its reduction.

**"Civil code"** is Act No. 40/1964 Coll., the Civil code, as amended.

**"Branch office"** or **"Branch"** is the Bank's business premises with publicly accessible areas in which the Bank provides services to the public.

**"Commercial code"** is Act No. 513/1991 Coll., the Commercial Code, as amended

**"Valuation"** is an expert valuation of the Subject of security.

**"Remedial measure"** is a remedial measure proposed by the Bank in accordance with Article 35i of these Conditions.

**"Notification"** means a Statement or other notice from which the Client can establish the transactions that have taken place on its Current account or other information notified in accordance with the contract (including e-mails or text messages to mobile phones, etc.).

**"Written instruction"** is a legal act by the Client addressed to the Bank affixed with the original, hand-written signature of the Client or person/s acting on behalf of or in the name of the Client, or a legal act by the Bank addressed to the Client affixed with the signature of the person/s acting on behalf of or in the name of the Bank

**"Conditions"** are these GE Money Bank, a.s. General business terms and conditions, as amended.

**"Specimen signatures"** are the specimen signature of the Client and Authorised persons on the Bank's form or recorded through the SignPad, whose authenticity has been confirmed by the Client's signature. Only the Client, not the Authorised person, is authorised to setup or change Specimen signatures.

**"Fees"** are the sums listed in the List of fees or other Bank document valid at the time of providing the relevant services or at the time the Client breached its relevant obligation, which the Bank is authorised to charge the Client.

**"Authorised limit"** or also **"Flexi Limit"** is the maximum amount by which the Client can draw monetary funds on its Current account into debit in the form of an overdraft facility, the amount of which is agreed or Posted, on the condition that there is no Case of breach.

**"Required documents"** are documents on whose submission the Bank will provide the beneficiary with payment on a Letter of credit

**"Work day"** is any day which is a work day in the Czech Republic in accordance with relevant legislation.

**"Bank employee"** is any individual in an employment or similar relationship with the Bank, or who provides the Bank with consulting or other services or who conducts other activities for the Bank on the basis of a mandate or other contract.

**"Product terms"** or also **"PT"** contain the description, terms and conditions and range of parameters of individual products and services provided by the Bank, which are Posted by the Bank and have the nature of special business terms and conditions.

**"Subject of security"** is the subject of security rights established to secure the Bank's claims against the Client.

**"Case of breach"** is any of the events defined in Article 44c of these Conditions and/or specified as cases of breach in the contract.

**"Original business terms and conditions relating to account and deposit products"** means (i) GE Capital Bank, a.s. Terms and conditions for the setup and maintenance of current FX and deposit FX accounts, which came into effect on 1 September 1998, as amended, (ii) GE Capital Bank, a.s. Terms and conditions for the setup and maintenance of current accounts in crowns for legal entities and individual entrepreneurs and the execution of domestic payment transactions on these accounts, which came into effect on 1 September 1998, as amended, (iii) GE Capital Bank, a.s. Terms and conditions for the setup and maintenance of current accounts in crowns for individuals (citizens) and the execution of payment transactions on these accounts, which came into effect on 1 September 1998, as amended, (iv) GE Capital Bank, a.s. Terms and conditions for the setup and maintenance of revolving term deposits in crowns, which came into effect on 15 December 1997, as amended, (v) GE Capital Bank, a.s. Terms and conditions for the setup and maintenance of single term deposits in crowns, which came into effect on 15 December 1997, as amended and (vi) all other general business terms and conditions or similar Bank documents relating to account or deposit products, which came into effect prior to the effective date of these Conditions.

**"Reference interest rate"** is composed of the rate announced by a subject independent of the Bank, e.g. PRIBOR and the rate set and Posted by the Bank on the Interest rates list.

**"Reference exchange rate"** means the exchange rate set by the Bank according to the exchange rate announced by a party independent of the Bank, which the Bank designates as the reference exchange rate and Posts on the Interest rates list.

**"Guarantor bank"** is the bank designated in the contract for the provision of a bank guarantee concluded between the Bank and the Client, which will issue a bank guarantee in favour of the Client's creditor at the Bank's request.

**"List of fees"** is the List of prices for GE Money Bank, a.s. financial and business services or other similar related document of the Bank.

**"Deposit box"** is a security deposit box.

**"SignPad"** is a device for recording of the Dynamic signature.

**"General Electric Group"** is a group of legal entities made up of the General Electric Company, with registered offices at 3135 Easton Turnpike, Fairfield, Connecticut 06431, United States of America and all legal entities directly or indirectly controlled by this company.

**"Client's Group"** is the group of parties made up of parties controlled by the Client, parties controlling the Client or which are controlled by third parties together with the Client, together with the Client's potential guarantor, or co-acceptor and parties controlled by this guarantor, parties controlling this guarantor or which are controlled by third parties together with the guarantor and this, in all the above cases, directly or indirectly, together with parties close to the Client or its potential guarantor in the sense of §116 of the Civil code or other provisions replacing the cited provisions and parties controlled by any of the parties close to the Client or its potential guarantor.

**"Contract for bank products and services"** is a contractual agreement for various bank products and services, in particular, the setup and maintenance of a Current account, deposit account, term deposits, the issue and use of debit cards, direct banking services, etc., to the extent and under the terms and conditions progressively agreed between the Bank and the Client; this contract can have the nature of a joint contract.

**"Contract for a Current account"** is a contractual agreement for the setup and maintenance of a Current account; this contract can be part of a joint contract.

**"Due Flexi Business"** is a credit account that the Bank is authorised to open on the day it cancels the Authorised limit/Flexi Limit, where it transfers the debit balance of the Current account in the event the Client fails to observe the Credit period.

**"Savings account"** is a Current account with a special regime, designated in the relevant contract as a Savings account.

**"Term deposit"** is monetary funds accepted by the Bank as a deposit on the basis of a contract for a deposit account.

**"Designated currency"** is the agreed currency in the contract in which monetary funds are provided to the Client.

**"Interest variation"** means an agreed fixed sum, usually expressed in per cent.

**"Interest rates list"** is an overview of valid annual interest rates on deposits and loans Posted by the Bank.

**"Office of foreign assets control"** means Office of Foreign Assets Control (OFAC).

**"Post"** means to make a given document or information available in publicly accessible areas of Branch offices, or on the Bank's website.

**"Declared interest rate"** means the interest rate announced by the Bank on the Interest rates list or other similar document.

**"Statement"** means a bank statement confirming executed transactions, the balance on the account and possibly, the state of the Bank and/or Client's claims and obligations.

**"Security instrument"** is a security instrument established to secure the Bank's claims against the Client.

**"Act on banks"** is Act No. 21/1992 Coll., on banks, as amended.

**"Proxy"** means a person to whom the Client has awarded a power of attorney or other authorisation to represent it in relation to the Bank.

**THIS IS A NON-BINDING TRANSLATION OF THE GE MONEY BANK, A.S. GENERAL BUSINESS TERMS AND CONDITIONS, AS AMENDED, INTO ENGLISH. IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE CZECH AND ENGLISH VERSION HEREOF, THE CZECH VERSION SHALL PREVAIL.**