

PRODUCT TERMS AND CONDITIONS FOR EQUA BANK A.S. CURRENT ACCOUNTS AND DIRECT BANKING FOR NATURAL PERSONS, ENTREPRENEURS AND LEGAL ENTITIES

1. INTRODUCTORY PROVISIONS

- 1.1. The Product Terms and Conditions for Equa bank a.s. Current Accounts and Direct Banking for Natural Persons, Entrepreneurs and Legal Entities (hereinafter “**PTC**”) govern the rules for the provision of Current Accounts and Direct Banking pursuant to the Agreement, Price List, the Terms and Conditions of Equa bank a.s. Payment Systems for Natural Persons, Entrepreneurs and Legal Entities and the General Business Terms and Conditions (T&C), of which they are an indivisible part, and in relation to these documents.
- 1.2. The Bank shall notify the Customer of any amendment to the PTC at least two (2) months in advance of the date upon which the said amendment is intended to take force and shall do so in writing, per e-mail or through the Direct Banking service. The Customer shall be entitled to reject the amendment up until its effective date and to terminate the Agreement in compliance with the T&C. Unless the Customer rejects the amendment by its effective date, the amendment shall be deemed approved by the Customer. The Bank shall expressly notify the Customer of this consequence in PTC amendment notification(s).
- 1.3. The Bank shall introduce amendments to the PTC only in justified cases and within the necessary scope (e.g. legislative or regulatory changes) which may impact Bank operations, Customer cooperation or process efficiency improvement measures related to the provision of Banking Services.
- 1.4. Capitalised terms or phrases herein shall have the meaning defined in the T&C or the meaning set forth in specific provisions hereof or in the Terms and Conditions of Equa bank a.s. Payment Systems for Natural Persons, Entrepreneurs and Legal Entities. Definitions shall be applied uniformly to both singular and plural forms.

2. CURRENT ACCOUNTS

2.1. GENERAL CONDITIONS GOVERNING THE OPENING OF AN ACCOUNT

- 2.1.1. A Current Account shall be opened by the Bank on the basis of a Framework Agreement, as at the date and in the currency stipulated in the Framework Agreement, and for business purposes. The Bank shall conclude a Framework Agreement upon the request of the Customer. The Bank shall be entitled to reject a Customer's request to conclude a Framework Agreement and in such case shall notify the Customer thereof.
- 2.1.2. The Bank shall not open anonymous Current Accounts. The Bank shall not open or maintain Current Accounts that constitute insured deposits under a special regime as defined by S. 41f of the Banking Act.
- 2.1.3. The Bank shall open and maintain Current Accounts in Czech crowns (CZK), euros (EUR), American dollars (USD) and other currencies that the Bank features as separate Accounts.
- 2.1.4. For the purposes of pecuniary deposits, the Bank may also open a special Account for business corporations which must, according to applicable legal regulations, deposit their registered capital or an amount increasing the registered capital prior to application for registration of the respective company or an increased amount of registered capital in the Commercial Register. In such case, the Customer shall provide the Bank with the original or an authenticated copy of a duly signed Memorandum of Association or a Notarial Deed documenting the establishment of the respective company or increase of the registered capital. The Memorandum of Association or Notarial Deed of establishment of the company or increase of the registered capital shall specify the exact amount and currency of the deposited registered capital or the amount of the increase. After the Bank receives the registered capital deposit or the amount by which the company's registered capital is to be increased, the Bank shall issue a confirmation of the deposited registered capital or the deposited amount of the increase of the registered capital. The funds may be deposited on the Account only up until the registration of the newly established company or new amount of the registered capital in the Commercial Register. In the event that the company or new amount of registered capital are not registered in the Commercial Register, the Bank shall return the funds deposited on the Account to the Customer and close the Account. After the Customer demonstrates the establishment of the company to the Bank, the Bank shall change the Account to a Current Account or pay out the funds from such Account to the Customer. Unless otherwise agreed in writing, the Bank shall not act as the deposit administrator and the Customer shall be the administrator of the deposit until the registration of the company pursuant to S. 18 et seq of the Business Corporations Act. Ownership rights to the deposits or parts of the deposits, paid prior to registration of the business corporation, or other rights to said deposits on such Account, shall be transferred to the business corporation upon its registration.
- 2.1.5. The Bank shall assign an Identifier number to each Current Account that the Bank and the Customer shall use in all their communication regarding the given Current Account. The Bank shall be entitled to unilaterally change the Identifier if stipulated by a legal regulation or due to serious operational reasons, and if no other procedure is possible in the given case. The Bank shall notify the Customer in such case in writing well in advance.
- 2.1.6. Prior to opening a Current Account, the Bank shall be entitled to request information from the Customer regarding the purpose of the Current Account and other information required (i) in compliance with general legal regulations or the T&C and/or (ii) for taxation and accounting purposes.

- 2.1.7. The Bank shall be entitled to set a minimum account balance prior to opening a Current Account. The Bank shall notify the Customer of such fact, if required, in the Interest Rate List.
- 2.1.8. The Customer may request to open additional Current Accounts through the Direct Banking service, the Customer Centre or one of the Bank's Points of Sale. The Bank shall subsequently send the Customer a Confirmation of Account Opening.
- 2.1.9. The Bank shall be entitled not to open an additional Current Account, with regard to the maximum number of Current Accounts opened for a single Customer in a given currency or for other reasons.
- 2.1.10. The Bank shall be entitled to condition the opening of a Current Account in a foreign currency with the opening of another Current Account in Czech crowns (CZK).

2.2. HANDLING OF THE CURRENT ACCOUNT AND FUNDS ON THE CURRENT ACCOUNT

- 2.2.1. Only the Customer or the Customer's Representative shall be authorised to handle the Current Account. Handling of the Current Account shall include opening, closing and/or blocking of the Current Account.
- 2.2.2. The Statutory Representative, or Clerk assigned by the Customer, shall be authorised to handle funds on the Current Account, up to the amount of the Available Balance. In the event of an unauthorised overdraft of the Available Balance on the Current Account, the Customer shall be obliged to pay the amount of the unauthorised overdraft immediately.
- 2.2.3. Handling of funds on the Current Account shall include non-cash domestic/international, single/standing, standard/priority/direct debit Payment Orders, with either today's date or a future value date.
- 2.2.4. Authorisation to handle funds on the Current Account shall be enabled through the Direct Banking Service and/or Internet Banking at a Point of Sale.
- 2.2.5. The Bank shall be entitled to handle funds on the Customer's Current Account, and/or debit funds without the Customer's consent, if stipulated by general legal regulations or the Agreement, in the following cases:
 - (a) to credit the Bank's due and undue receivables from the Customer which were not paid by the given deadline, furthermore within the Bank's settlement authorisation, and also to pay interest, Fees and Bank expenses which are due or to perform accounting adjustments under the conditions stipulated by general legal regulations;
 - (b) on the basis of a final and enforceable decision by the court of jurisdiction or public authority;
 - (c) in the event that an amount has been credited to the Current Account that corresponds to a Payment Transaction of which the Bank had been advised but which has not been paid to the Bank.
- 2.2.6. The Statutory Representative or Clerk shall be entitled to handle the funds on the Current Account by Card.

2.3. INTEREST

- 2.3.1. The Bank shall pay interest on the credit balance on the Current Account using the interest rate which is published in the Interest Rate List and currently valid for the given type of Current Account.
- 2.3.2. Interest shall be calculated based on the daily balance on the Current Account for the given time period based on the actual number of days and year comprised of three hundred and sixty five (365) days. Interest shall be calculated to two (2) decimal places and credited to or debited from the Customer's Current Account on a monthly basis as at the last day of the month. If the calculated daily interest falls below 0.01 in the currency of the Current Account, it shall not be credited in the given period.
- 2.3.3. Interest shall be subject to taxation pursuant to legal regulations valid as at the day of crediting the given interest. Interest on funds in the Current Account shall start on the day of their crediting to the Current Account and end on the day preceding debiting of funds from the Current Account. In the event that the Current Account is closed, interest shall be due on the date upon which the Account is closed.

2.4. FEES

- 2.4.1. The Bank shall be entitled to charge a monthly Account Maintenance Fee and other Fees related to the provision of Banking Services in the amount and manner specified in the Price List.
- 2.4.2. The Bank shall debit the amounts of other Fees, expenses or costs claimed by the Bank from the respective Account of the Customer, even if such Payment Transaction results in an unauthorised debit balance. This shall not apply in cases in which the Bank is required to postpone payment of Fees (and other Bank receivables) pursuant to general legal regulations (e.g. execution of a decision) until such legal obligation is fulfilled.
- 2.4.3. The Bank shall be authorised to refrain from charging an Account Maintenance Fee if the Customer is in a notice period and in other cases upon the Bank's discretion.
- 2.4.4. In the event that crediting of a Fee is tied to fulfilment of conditions of a Credit turnover or average balance on the Current

Account, the calculation of such Fee shall be based on the period from the last calendar day of the preceding month to the next to last day of the current month. The amount of the Credit turnover or average balance shall be stated in the current valid Price List, or agreed in writing between the Bank and the Customer.

- 2.4.5. The Customer shall be entitled to change the version of the Current Account; changes to the version of the Current Account, executed within a given calendar month, shall be effective as at the first day of the following month. Should multiple changes be made within a given month, the last change made shall be valid.

2.5. SETTLEMENT OF FEES AND PAYMENT TRANSACTIONS, AND SETTLEMENT NOTIFICATIONS

- 2.5.1. All Payment Transactions on Current Accounts shall be executed and cleared in the currency of the respective Account. The Bank shall convert Payment Transactions in other currencies to the currency of the respective Account. The Bank shall be entitled to charge a conversion Fee. In the event of settlement of Fees from the Account in a different currency than the Fee, the Bank shall convert the Fee and charge it to the Current Account at the currency purchase rate.
- 2.5.2. Should the resultant amount that was to be credited to the Current Account be less than the lowest monetary unit of the currency of the Current Account, the Bank shall not execute such Payment Transaction.
- 2.5.3. The Bank shall notify the Customer of the balance of funds on the Current Account, turnover on the current Account, all Payment Transactions and all charged Fees, through Current Account statements provided to the Customer in the agreed manner for the agreed calendar period. Unless agreed otherwise, the agreed period shall be one (1) month.
- 2.5.4. As a rule, Current Account statements are generated electronically and accessible on the Customer's IB. The Client and Bank may agree on the generation, printing and delivery of Current Account statements. The Bank shall charge the Customer a Fee for generation and delivery of Current Account statements, dependent on the frequency and distribution of statements.

2.6. TERMINATION OF AGREEMENT ON CURRENT ACCOUNT MAINTENANCE AND ACCOUNT CANCELLATION

- 2.6.1. Termination of the Framework Agreement by the Bank shall become effective two (2) months after the date of delivery of the Termination Notice to the Customer, unless otherwise stipulated in the Framework Agreement or unless a longer termination period is stipulated in the Bank's Termination Notification. Termination of the Framework Agreement by the Customer shall become effective one (1) month from the date of delivery of the Customer's Termination Notice to the Bank.
- 2.6.2. The Current Account shall be cancelled by expiration of the Framework Agreement. Should the Bank not maintain another Current Account for the Customer after cancellation of the given Current Account, any incurred receivable of the Customer or receivable from the Customer shall be maintained in the internal records of the Bank without further accrual of interest.
- 2.6.3. After cancellation of the Current Account, the Customer shall be obliged to return Means of Payment to the Bank without undue delay.

3. DIRECT BANKING

3.1. GENERAL TERMS AND CONDITIONS

- 3.1.1. Direct Banking Services shall be opened and provided on the basis of a Framework Agreement concluded between the Bank and the Customer.
- 3.1.2. Clerks shall be authorised to access the Accounts based on rights set by the Customer.
- 3.1.3. The Customer shall be entitled to cancel a Clerk's Direct Banking Services authorisation at any time. Such authorisation shall always be authorised pursuant to the non-financial rule set by the Customer.
- 3.1.4. The non-financial rule shall stipulate the manner in which the Customer engages with the Bank through Direct Banking. The Bank publishes detailed conditions for setting non-financial rules.
- 3.1.5. The financial rules stipulate the manner in which funds on the Customer's Accounts are handled. The Bank publishes detailed conditions for setting financial rules.

3.2. SETTING UP, CHANGING AND CANCELLING DIRECT BANKING SERVICES

- 3.2.1. Only a natural person may be a User.
- 3.2.2. The User has a single access to all Accounts for which s/he has received authorisation from the Customer.
- 3.2.3. The User shall be required to create his/her own Password after the initial sign-in or set a different Sign-in number than the number assigned by the Bank.
- 3.2.4. The Customer has the option of changing the method of distribution, frequency and address for delivery of IB statements.

Authorisation takes place through an Authorisation SMS code sent to the Customer pursuant to the non-financial rule set in the Clerk set-up.

- 3.2.5. The Customer has the option of adding, changing or removing access authorisation to Accounts for all Clerks by submitting a Request at a Point of Sale or through Direct Banking. The Bank shall publish the procedure.
- 3.2.6. The Customer may set access to individual Accounts, individual limits for entering and authorisation of Payment Transactions or Payment Orders and Direct Debit Permission for each User.
- 3.2.7. For full use of the Customer Centre services, the User may activate TB (Telephone Banking) through IB, where s/he creates a Password and Authorisation PIN code. TB shall become active upon confirmation through an Authorisation SMS code sent by the Bank to the User.
- 3.2.8. In the event that the Bank receives credible information regarding the death of a User, the Bank shall be authorised to block or cancel access to the Direct Banking service.

3.3. TECHNICAL REQUIREMENTS

- 3.3.1. The User shall be required to use technological means with the parameters given by the Bank for the correct setting and operation of IB.

4. FINAL PROVISIONS

- 4.1. **The Customer gives his/her consent to the content of these PTC and agrees to uphold them.**
- 4.2. **These PTC shall become effective on the 25th May 2018.**