

PRODUCT TERMS AND CONDITIONS OF ESCROW ACCOUNT

1. INTRODUCTORY PROVISIONS

- 1.1. The Product Terms and Conditions of Escrow Account (hereinafter "**PTC EA**") shall govern the rules for the provision of the Escrow Account pursuant to the Agreement, the Price List, the Interest Rate List, the Terms and Conditions of Payment Services of Equa bank a.s. for Individual Entrepreneurs and Legal Entities, the Product Terms and Conditions for Current Accounts and Direct Banking of Equa bank a.s. for Individual Entrepreneurs and Legal Entities, and the BTC, forming an integral part of them, and in connection to these documents.
- 1.2. The Bank shall communicate every amendment to the PTC EA to the Customer in writing, by e-mail or through the Direct Banking at the latest two (2) months before the day on which this amendment is expected to become effective. The Customer shall be entitled to reject the amendment by the effective date of the amendment to the PTC and to terminate the Agreement pursuant to the BTC. Should the Customer not reject the amendment as of its effective date, the amendment shall be deemed to be agreed to by him/her. The Bank shall specifically inform the Customer of this consequence in a notification of an amendment to the PTC EA.
- 1.3. As a rule, the Bank shall introduce amendments to the PTC EA only in justified cases and within a necessary scope (i.e. legislation or regulatory changes, having an impact on the functioning of the Bank, the cooperation of the Customer or on increasing the efficiency of processes related to the provision of Banking Services).
- 1.4. Capitalised terms or phrases in the PTC EA shall have the meaning defined in the BTC or the meaning specified in the individual provisions of the PTC EA, the Product Terms and Conditions of Current Accounts and Direct Banking of Equa bank a.s. for Individual Entrepreneurs and Legal Entities or in the Product Terms and Conditions of Payment Services of Equa bank a.s. for Individual Entrepreneurs and Legal Entities. The definition shall be applied uniformly both for the singular and the plural form.

2. ESCROW ACCOUNTS

- 2.1. The Escrow Account shall be used to deposit funds of a single **third party**, entrusted to the Customer for deposit. The Escrow Account is not intended to deposit funds entrusted to a notary in the role of a commissioner in the succession. In view of the fact that the Escrow Account is not intended for regular payment services, the Agreement shall not represent an agreement on payment services contract within the meaning of Section 127 of the Payment System Act.
- 2.2. Only an **attorney** or a **notary** acting in the territory of the CR according to valid legal regulations may be a Customer.
- 2.3. The opening and the subsequent maintenance of the Escrow Account shall be conditioned by a Customer **maintaining a Current Account** with the Bank.
- 2.4. A deposit to the Escrow Account and a withdrawal from the Escrow Account shall be performed exclusively by a **cashless transfer**.
- 2.5. The Bank shall be entitled to withdraw from the Agreement and to cancel the Escrow Account if the authorisation of the Customer to practise as an attorney or a notary, based on which the Agreement was concluded, expires, if the Customer uses the Escrow Account to deposit funds which were entrusted to him/her as a commissioner in a succession, if the last Current Account of the Customer maintained by the Bank is cancelled, or if the Customer uses the Escrow Account for another purpose than that agreed to in the Agreement.
- 2.6. After a settlement of funds in the Escrow Account, the Customer shall be obliged to cancel the Escrow Account, unless he/she uses it for the same third party. If the Bank does not register any credit balance in the Escrow Account for the period of at least six (6) months, the Bank may cancel the Escrow Account.

3. OTHER PROVISIONS

- 3.1. The Bank acknowledges that funds deposited in the Escrow Account are not the property of the Customer.
- 3.2. **The Bank shall not apply the right to set off debt against the funds in the Escrow Account**, which arose or will arise by the Bank towards the Customer, or any other right which would be in conflict with the fact that the funds were entrusted to the Customer for deposit.
- 3.3. The Customer declares that he/she is aware of his/her obligations arising from Banking Act and Anti-Money Laundering Act, in particular the obligation to identify a third person, i.e. the owner of deposited funds, and shall be obliged to duly fulfil these obligations and to inform the Bank of the respective identification details as well as of their changes. The Customer furthermore confirms that he/she is aware of the fact that breaching these obligations represents a reason for the Bank to cancel the Agreement.

4. FINAL PROVISIONS

- 4.1. The Customer agrees with the content of these PTC EA and shall be obliged to adhere to them.
- 4.2. These PTS EA shall become effective on the **25th May 2018**.