

FRAMEWORK AGREEMENT ON PROVISION OF BANKING, PAYMENT AND INVESTMENT SERVICES (hereinafter the "Framework agreement")

L001en

No.L001#VAL_CLI_CIF_NUMBER#0001

1. CONTRACTUAL PARTIES

Equa bank a.s., with its registered office in Karolinská 661/4, 186 00, Prague 8, Czech Republic, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 1830, ID No. 47116102.

and

1. Name/Title
2. Surname/Title
3. Birth No./Birth Date
4. Street/House No.
5. City
6. Zip Code
7. State/Country

(hereinafter the „**Bank**")

(hereinafter the "**Client**")

Additional Client Data:

8. Maiden name
9. Sex
10. Place of Birth
11. Country of Birth

12. Citizenship
13. Tax Domicile
14. TIN

Client Data were verified on behalf of the Bank:

| | |
|--------------------|-----------|
| Date and place | Signature |
| Name and Last Name | |

2. INTRODUCTION

- 2.1. Client and the Bank intend to enter based on this Framework agreement into mutual contractual relationship in which the Bank will have the opportunity to provide Banking services to the Client according to its current offer.
- 2.2. Terms in this Framework agreement with initial capital letters have the meaning set forth in the General Business Terms and Conditions (hereinafter the "T&C") or relevant product conditions (hereinafter the "Conditions"), unless stated in this Framework agreement otherwise.
- 2.3. Framework agreement can be amended or supplemented only in writing, unless stated in the T&C or relevant Conditions otherwise. Matters not explicitly mentioned in this Framework agreement are governed by T&C, Conditions for individual Banking services, Pricelists and Interest Rates Sheet, which form its integral part.

3. BANKING SERVICES

- 3.1. Banking services are: (i) Current Account, (ii) Savings Account, (iii) Debit Card, (iv) Term deposits, (v) Direct Banking, (vi) Investment Products, and services related, or other services that will be as Banking services offered in the future.
- 3.2. The Bank provides Banking services based on the conclusion of an Agreement for provision of a particular Banking service (hereinafter the "Agreement"). The Client concludes a specific type of Agreement based on an Application at one of the Bank's Points of Sale or through the Direct Banking service. Agreements may also be arranged, concluded, amended and terminated electronically. The Agreement comes into force on the date of its signing by the Bank and the Client; this also pertains to electronic signatures (through SMS or other similar means). The effectiveness of specific Agreements is subject to the conditions specified therein.
- 3.3. If Client delivers to the Bank a signed draft of Framework agreement or individual Agreement of any change or deviation, even irrelevant, or supplement, it is not a valid and effective adoption of the Framework agreement or Agreement, excluding repair of personal or other similar data, and these modifications of Agreements will not be valid. This also applies to the case of adoption any conditions that will anyhow contradictory to T&C or Conditions.

4. CONTRACTS / CONTRACTUAL CONTENTS

4.1. Current and Savings Account Agreement

- 4.1.1. On the effective date of the Current and Savings Account Agreement, the Bank shall open and maintain a Current and/or Savings Account for the Client in the currency specified in the Application, or based on an Application submitted by the Client through the Direct Banking service. The Account number shall be indicated in the Confirmation of Account Opening.
- 4.1.2. The Bank shall, on the basis of the Current and Savings Account Agreement, accept deposits and credit transfers to the Client's Account and execute credit transfers from the Account, according to Client's instructions or on his behalf. The Bank shall notify the Client of executed transactions and the account balance through Account statement, in the manner specified in the T&C, or by other means between the Bank and the Client agreed upon.
- 4.1.3. The Bank shall pay interest on the Current and Savings Account balance in amount specified in the Interest Rates Sheet, in the manner specified in the T&C.
- 4.1.4. Based on the Client's Application, the Bank shall provide a debit Card to the current Accounts. Card issuance and use is governed by the Product conditions for current Accounts, Term deposits and debit Cards of Equa bank a.s.

4.2. Term deposit Agreement

- 4.2.1. The Bank shall, on the basis of the Term deposit Agreement, open and maintain Client's term deposit account in the currency and for the term specified in the Application. The account number will be indicated in Confirmation of account opening.



- 4.2.2. Term deposit Agreement shall become effective provided that (i) lasts the Agreement for Current and Savings Account in the same currency with the currency of the term deposit, and (ii) the Client transfers funds from Current Account to the Term deposit for the period indicated in the Application.
- 4.2.3. The Bank shall pay interest on account balance in the currency in which the account is held, in the manner specified in Conditions.
- 4.2.4. The Bank shall notify the Client of interest rates in the Interest Rate Sheet. The Bank shall notify the Client of executed transactions and the account balance through account statement, in the manner specified in the T&C.

4.3. Agreement on Provision of Investment Services

- 4.3.1. On the basis of an Agreement on Provision of Investment Services, the Bank shall: (i) enable the Client to open one or more Asset Account, on which the Bank shall record investment instruments owned by the Client, and furthermore maintain such Account for the Client; and (ii) shall provide investment services to the Client in relation to the investment instruments maintained on the Asset Account in the scope and manner stipulated in the Agreement on Provision of Investment Services and related Conditions. The Client expressly agrees that the relevant Conditions will be provided to him/her through the Direct Banking service
- 4.3.2. The Bank shall provide information about fees and costs related to investment services through the Price List or Conditions. The Bank shall provide information about investment instrument transactions and value through an Asset Account statement in the manner stipulated in the Conditions.

5. COMMUNICATION

- 5.1. The contracting parties have agreed that the Bank shall send information to the Client, relating the contractual relationship, including personal data of the Client, through unencrypted messages (e-mail, SMS), to e-mail address or mobile phone provided by the Client in the Application and through the Direct Banking service or electronic storage for data messages.

6. CLIENT DECLARATION

6.1. Disclosure

- 6.1.1. Client signing this Framework agreement explicitly states that: a) Before its signing Client was provided by the Bank with (i) the T&C and the Conditions for each Banking service, (ii) Pricelist (iii) Interest Rate Sheet, (iv) Terms and Conditions of Payment Services, (v) Standard Information before Framework agreement conclusion and (vi) Informational sheet on deposit insurance scheme of the client; b) Client acquainted himself with the above mentioned documents enough to understand them; and c) Any information and documents provided to the Bank in connection with the conclusion of this Framework Agreement are true and complete.
- 6.1.2. Signing the Framework Agreement Client expressly adopts the following provisions of the T&C and Conditions, understands and agrees with them and are not considered surprising by Client: Article 1.1.2, 1.1.4., 2.3., 2.4.1., 6.11., 7.3., 10.1., 12.1. and 15.3. of T&C; Article 2.1.10., 2.2.5. paragraph (i), 4.8.1., 4.9. of Product Terms and Conditions for Current Accounts, Term Deposits and Debit Cards of Equa bank a.s. and Article 2.1.5 and 2.1.12. of Product Terms and Conditions for Savings Accounts

6.2. Personal Data Processing

- 6.2.1. By signing this Framework Contract, the Client explicitly confirms that (s)he was acquainted with the information on personal data protection and received the Memorandum on Personal Data Processing, which describes the purposes for which and manner in which the Bank processes personal data, including information about exercising of rights related to personal data.
- 6.2.2. By signing this Framework Agreement, the Client confirms that he has agreed to obtain a copy of the identity document or to obtain a transcript of identification card document by the Bank.

7. FINAL PROVISIONS

- 7.1. The Framework agreement is concluded for an indefinite period. It is drawn up in two original copies, each party shall receive one.
- 7.2. The Framework agreement is governed by the laws of the CR, especially § 127 et seq. Act No. 284/2009 Coll., of Payment Services, Civil Code and optionally Act on consumer loan.
- 7.3. In case this Framework agreement is signed simultaneously with draft proposal of Consumer Loan Agreement (hereinafter as "Proposal"), this Framework agreement shall enter into force on the date when the Bank approves the Proposal. Should the Bank reject the Proposal, this Framework agreement is deemed to be void ex tunc. This Article does not apply to cases where an Application for any other Bank's product has been executed along with the Framework agreement and Proposal. In that case, the Framework agreement enters into effect regardless of the Proposal.
- 7.4. Framework agreement shall cease to have effect simultaneously with termination of the last Banking service provided by the Bank to the Client.

8. SECTION FOR DATA CORRECTION

If any of your personal or other data in this Framework agreement is not listed correctly, please correct it in the table. In the first column indicate the serial number or the wrong version of information you want to change and in the second column in block letters its new version. To correct, use black or blue pen. Cross out unused boxes.

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9. SECTION FOR SIGNATURES

Client:

| | |
|-----------|----------------|
| Signature | Date and place |
|-----------|----------------|

Deputy of the Bank:

| | | | |
|--------------------|------------------------|-----------|---|
| Name and last name | Ondřej Hák | Signature |  |
| Position | Head of Retail Banking | | |
| Date | | | |