

PRODUCT TERMS AND CONDITIONS OF NOTARIAL ESCROW ACCOUNT/ATTORNEY ESCROW ACCOUNT

1. INTRODUCTORY PROVISIONS

- 1.1. The Product Terms and Conditions of Notarial Escrow Account/Attorney Escrow Account (hereinafter "**PTC EA**") shall govern the rules for the provision of the Notarial Escrow Account/Attorney 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 Business Terms and Conditions of Equa bank a.s. for Individual Entrepreneurs and Legal Entities, 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 to the PTC EA no later than prior to the day on which such Amendment shall become effective and to cancel the respective Agreement in writing, with immediate effect as of the day of delivery of the cancellation to the Bank. Should the Customer reject the Amendment in writing and should the Customer fail to cancel the Agreement, the Bank shall consider such rejection to be a draft agreement to terminate the Agreement as of the day preceding the day on which the Amendments shall become effective; the Bank shall terminate all services concerned by the proposed change as of such day. Should the Customer not reject the Amendment as of the date specified above, the Amendment shall be deemed to be agreed to by him/her. The Bank shall specifically inform the Customer of such consequence in the notification of the change of 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 Products).
- 1.4. Capitalised terms or phrases in the PTC EA shall have the meaning defined in the Business Terms and Conditions of Equa bank a.s. for Individual Entrepreneurs and Legal Entities 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. NOTARIAL ESCROW ACCOUNT/ATTORNEY ESCROW ACCOUNT

- 2.1. The Notarial Escrow Account/Attorney Escrow Account shall be used to deposit funds of a single third party, entrusted to the Customer for deposit. The Notarial Escrow Account/Attorney 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 Notarial Escrow Account/Attorney Escrow Account is not intended for regular payment services, the Agreement shall not represent an agreement on payment services pursuant to Section 74 of Act No. 284/2009 Coll., on Payment Services, as amended.
- 2.2. Only an **attorney** or a **notary** acting in the territory of the Czech Republic according to valid legal regulations may be a Customer.
- 2.3. The opening and the subsequent maintenance of the Notarial Escrow Account/Attorney Escrow Account shall be conditioned by a Customer **maintaining a Current Account** with the Bank.
- 2.4. Deposit to the Notarial Escrow Account/Attorney Escrow Account and withdrawal from the Notarial Escrow Account/Attorney 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 Notarial Escrow Account/Attorney 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 Notarial Escrow Account/Attorney 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 Notarial Escrow Account/Attorney Escrow Account for another purpose than that agreed to in the Agreement.
- 2.6. After a settlement of funds in the Notarial Escrow Account/Attorney Escrow Account, the Customer shall be obliged to cancel the Notarial Escrow Account/Attorney Escrow Account, unless he/she uses it for the same third party. If the Bank does not register any credit balance in the Notarial Escrow Account/Attorney Escrow Account for the period of at least six (6) months, the Bank may cancel the Notarial Escrow Account/Attorney Escrow Account.

3. OTHER PROVISIONS

- 3.1. The Bank acknowledges that funds deposited in the Notarial Escrow Account/Attorney 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 Notarial Escrow Account/Attorney 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 Bank shall enable to dispose of funds in the Notarial Escrow Account/Attorney Escrow Account of the Customer to the following persons:
- (i) representative or substitute of the Notary as appointed pursuant to Section 14 of Act No. 358/1992 Coll., on Notaries and Their Activities (Notarial Code), as amended (hereinafter "**Notarial Code**"), by the respective notarial chamber or by a notary appointed for the notarial office, vacant after death or removal of a notary,
 - (ii) representative of the Customer as defined pursuant to Section 27 of Act No. 85/1996 Coll., on the Legal Profession, as amended (hereinafter "**Legal Profession Act**") by an attorney who cannot perform the profession or by the Czech Bar Association,
- if such facts are evidenced by the Bank with the use of a certificate issued by the respective notarial chamber/Czech Bar Association.
- 3.4. The Customer declares that the Notarial Escrow Account/Attorney Escrow Account serve exclusively to place funds of the Customer into an escrow account pursuant to the Notarial Code or the Legal Profession Act.
- 3.5. The Customer declares that he/she is aware of his/her obligations arising from Act on Banks, as well as Act on Selected Measures against Legitimation of Proceeds of Crime and Financing of Terrorism, 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 PTC EA shall become effective on **19 April 2021**.