

PRODUCT TERMS AND CONDITIONS FOR SAVINGS ACCOUNTS AND TERM DEPOSITS OF EQUA BANK A.S. FOR INDIVIDUAL ENTREPRENEURS AND LEGAL ENTITIES

1. INTRODUCTORY PROVISIONS

- 1.1.1. The Product Terms and Conditions for Savings Accounts and Term Deposits of Equa bank a.s. for Individual Entrepreneurs and Legal Entities (hereinafter "**PTC SA TD**") govern the rules for providing Savings Accounts ("**SA**") and Term Deposits (hereinafter "**TD**") pursuant to the Agreement, the Price 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 (hereinafter "**BTC**"), forming an integral part of them, and in connection to these documents.
- 1.1.2. The Bank shall communicate every amendment to the PTC SA TD to the Customer in writing, by e-mail or through Direct Banking two (2) months before the day on which this amendment is expected to become effective at the latest. The Customer shall be entitled to reject the Amendment to the PTC SATD 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 SATD.
- 1.1.3. As a rule, the Bank shall introduce amendments to the PTC SA TD 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).
- 1.1.4. Capitalised terms or phrases in the PTC SA TD shall have the meaning defined in the BTC or the meaning specified in the individual provisions of the PTC SA TD, 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. SAVINGS ACCOUNT

- 2.1.1. The Customer may open only one SA of a given option in the given currency specified in the Interest Rate List.
- 2.1.2. Should the Customer be an existing Customer of the Bank, the SA may be applied for in the Direct Banking or at a Point of Sale. Should the Customer be a new Customer, the application for opening an SA shall be filed either on the Homepage of the Bank or at a Point of Sale.
- 2.1.3. The Bank shall open an SA based on the Agreement, unless otherwise specified in the Agreement, from the date and in the currency agreed in the Agreement.
- 2.1.4. The Bank shall be entitled to set a minimum account balance when opening an SA. The Bank shall provide information about such a fact in the Interest Rate List, if required.
- 2.1.5. The Bank may condition the opening of an SA by opening a Current Account in the same currency. If the Bank conditions the opening of an SA by a Current Account, the SA may not continue to be used after cancellation of such a Current Account.
- 2.1.6. A Card may not be issued for an SA.
- 2.1.7. Funds in the SA may be disposed of by the Customer or the Authorised Person up to the size of the Available Balance. In the event of an unauthorised overdraft of the Available Balance in the SA, the Customer shall be obliged to pay the amount of this unauthorised overdraft immediately, including the interest, the size of which is set in the Interest Rate List.
- 2.1.8. Disposal of the funds in the SA shall mean single domestic and foreign cashless Payment Orders with a due date at present or in future, standard or priority payments, and euro payments/ SEPA payments.
- 2.1.9. Disposal of funds in the SA in the case of the Bank conditioning the maintenance of the SA by a Current Account shall mean setting up a single domestic cashless Payment Order with a current or future due date exclusively in favour of this Current Account maintained by the Bank for the Customer.
- 2.1.10. The Bank shall provide information about interest rate tiers, their respective interest rates and the method of interest payment in the Interest Rate List. The Bank shall be authorised to change the size of the interest rate also to a zero or negative value.

The Bank and the Customer have expressly agreed to the Bank, should it change the size of the interest rate in connection with the reference interest rate, announcing such change in form of a notification in the Interest Rate List on the Homepage of the Bank, by e-mail, through Direct Banking or in any other suitable manner. The change of the interest rate which is rather positive for the Customer may also be implemented without a notification. For the Accounts maintained in Czech crowns, the reference interest rate shall be the two-week REPO rate, announced by the Czech National Bank and published at www.cnb.cz, for the Accounts maintained in Euro, the rate shall be the "deposit facility rate", announced by the European Central Bank and published at www.ecb.europa.eu, and for the Accounts maintained in US dollars, the rate shall be the "federal funds rate", announced by the US Federal Reserve System and published at www.federalreserve.gov.

Should the change of the interest rate not be based on the change of the reference interest rate, the Bank shall notify the Customer of the proposed Amendment to the Interest Rate List no later than two (2) months prior to the day on which such Amendment shall become effective in writing or by e-mail and through Direct Banking. The Customer shall be entitled to reject the Amendment to the Interest Rate List 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 a notification of the Amendment to the Interest Rate List.

- 2.1.11. The Bank shall pay interest on the credit balance in the SA using the currently valid interest rate for the respective interest rate tier.
- 2.1.12. The Bank shall pay interest on the credit balance in the SA, exceeding the size of deposit defined for a specific interest tier, according to the Interest Rate List using a rate currently valid for the respective tier.
- 2.1.13. Interest on the funds in the SA shall be paid from the day of their crediting to the SA. Payment of interest shall cease on the day preceding the debiting of funds from the SA. In the event of cancellation of the SA, the interest shall be due on the day of cancellation.
- 2.1.14. The interest on the balance in the SA shall be calculated daily and shall be credited to the SA of the Customer in the currency of the SA as of the last day of the specific calendar month. The interest is subject to taxation pursuant to legal regulations valid as of the day when the respective interest is credited.

3. TERM DEPOSIT

- 3.1.1. The Bank shall open a TD based on an Agreement if the Customer concludes an Agreement on Maintenance of Current Account in the same currency as that of the prospective TD simultaneously with an Agreement on TD at the latest. The TD shall be governed by similar respective provisions for Accounts pursuant to the BTC and the Product Terms and Conditions for Current Accounts and Direct Banking of Equa bank a.s. for Individual Entrepreneurs and Legal Entities.
- 3.1.2. The Customer shall deposit the funds to the TD exclusively by a cashless Payment Order from the Current Account of the Customer in the same currency. On the day of opening the TD, the Customer shall leave these funds to the Bank for an agreed period of time, and shall not be entitled to dispose of these funds before their expiration, with the exception of an early termination of such a TD, which is subject to a Fee pursuant to the Price List.
- 3.1.3. The TD may only be opened for the periods of time as specified by the Bank in the Interest Rate List. The TD shall be opened for a fixed period of time.
- 3.1.4. The minimum amount of deposit required to open a TD is specified in the Interest Rate List as of the day of opening the TD.
- 3.1.5. A Card may not be issued for a TD.
- 3.1.6. The Bank shall pay interest on the TD, using the interest rate in the amount specified in the Interest Rate List and valid as of the day of opening the TD.
- 3.1.7. Interest is calculated daily, based on the actual number of days and a year of three hundred and sixty-five (365) days in the currency of the TD. The interest period of the TD with the duration of up to one (1) year shall begin on the day of opening the TD. Its duration equals the duration of the TD. The interest period of the TD with the duration of more than one (1) year shall begin on the day of opening the TD. Its duration equals one (1) year.
- 3.1.8. In the case of a TD with the duration of up to one (1) year, the Bank shall credit the interest, reduced by the respective tax to the TD at the end of the interest period. The credited interest shall be due along with the TD. In the case of a TD with the duration over one (1) year, the Bank shall credit the interest, reduced by any tax to the TD in a yearly interval. The TD shall be increased by this amount (capitalisation).

- 3.1.9. The Bank shall deduct the respective interest tax pursuant to valid law.
- 3.1.10. The TD shall be due as of the day of its maturity, which is the last day of the duration of the TD. The due day may also be a day which is not a Business Day. If the TD is due on a day which is not a Business Day, the funds shall be available to the Customer on the following Business Day at the latest.
- 3.1.11. During the TD, the Customer shall be entitled to request an early termination of the TD; the early termination of the TD shall be performed as of the first Business Day at the latest, following the day of delivering such a request to the Bank. In the case of an early termination of the TD, the Bank shall calculate the interest income from the TD as of the day of the early withdrawal. The Fee for an early withdrawal shall be paid by debiting the TD of the Customer as of the day of the early cancellation of the TD.
- 3.1.12. The Bank shall not pay any interest on the funds in the TD after the due date of the TD, and the balance of the TD shall be transferred to the Current Account of the Customer maintained by the Bank in the same currency as required by the Customer.

4. FINAL PROVISIONS

- 4.1.1. The Customer agrees with the content of these PTC SA TD and shall be obliged to adhere to them.
- 4.1.2. These PTC SA TD shall become effective on **1 July 2020**.