

PRODUCT TERMS AND CONDITIONS FOR SAVINGS ACCOUNTS WITH NOTICE PERIOD OF EQUA BANK A.S. FOR INDIVIDUAL ENTREPRENEURS AND LEGAL ENTITIES

1. INTRODUCTORY PROVISIONS

- 1.1. The Product Terms and Conditions for Savings Accounts with Notice Period of Equa bank a.s. for Individual Entrepreneurs and Legal Entities (hereinafter "**PTC SANP**") govern the rules for providing Savings Accounts with notice period ("**SANP**") 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.
- 1.2. The Customer shall be entitled to reject the Amendment to the PTC SANP 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 SANP.
- 1.3. As a rule, the Bank shall introduce amendments to the PTC SANP 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 SANP shall have the meaning defined in the BTC or the meaning specified in the individual provisions of the PTC SANP, 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 WITH NOTICE PERIOD

- 2.1. The Customer may open only one SANP of a given option in the given currency specified in the Interest Rate List.
- 2.2. Should the Customer be an existing Customer of the Bank, the SANP 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 SANP shall be filed either on the Homepage of the Bank or at a Point of Sale.
- 2.3. The Bank shall open an SANP based on the Agreement, unless otherwise specified in the Agreement, from the date agreed in the Agreement.
- 2.4. The Bank shall be entitled to set a minimum account balance when opening an SANP. The Bank shall provide information about such a fact in the Interest Rate List, if required.
- 2.5. A Card may not be issued for an SANP.
- 2.6. Funds in the SANP 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 SANP, 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.
- 2.7. The Bank shall release the funds from the SANP based on a notice submitted by the Customer or the Authorised Person using the Direct Banking or at a Point of Sale. The number of notices of funds submitted simultaneously according to the option of SANP is specified in the Price List.
- 2.8. The Bank shall approve of a cancellation of notice of funds in the SANP before it becomes effective.
- 2.9. The size of amount given in the notice of funds in the SANP may not exceed the Available Balance of the SANP.
- 2.10. The time period for releasing the terminated funds from the SANP is specified for the particular option of the SANP in the Price List. If the last day of this period is a day which is not a Business Day, the Bank shall release the funds from the SANP on the next earliest Business Day.
- 2.11. The Customer may also cancel the Agreement on SANP. The period of notice of the Agreement is identical with the period of notice for the respective version of SANP or as set out herein. The funds may only be transferred in a cashless manner in CZK from the SANP to an account maintained in the CR. If the last day of the period of notice is a day which is not a Business Day, the Bank shall release the funds from the SANP on the next earliest Business Day.

- 2.12. Should there not be a sufficient Available Balance in the SANP on the last day of the period for releasing the funds or on the last day of the period of notice, the funds shall not be transferred, wholly or partially.
- 2.13. A submitted cancellation of the Agreement on SANP may be withdrawn without a sanction before the expiration of the period of notice.
- 2.14. A termination of the Agreement on SANP may only be applied for by the Customer. The SANP shall be cancelled after the expiration of the period of notice. After the cancellation of the SANP, the total balance in the SANP shall be transferred to the account specified in the notice after crediting interest and recognising Fees.
- 2.15. The transfer of funds from the SANP may also be applied for without the period of notice. In this case, the Bank shall apply a Fee in the amount specified in the Price List. The transferred amount will be reduced by this Fee.
- 2.16. 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. The reference interest rate of Accounts maintained in Czech crowns shall be the two-week REPO rate announced by the Czech National Bank and published at www.cnb.cz.

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.

- 2.17. The Bank shall pay interest on the credit balance in the SANP, using a currently valid interest rate for the respective interest rate tier.
- 2.18. Interest shall be paid on the funds in the SANP from the day of crediting them to the SANP. Payment of interest shall cease on the day preceding the debiting of funds from the SANP. The interest shall be due as of the last day of the month. In the event of cancellation of the SANP, the interest shall be due on the day of cancellation.

3. FINAL PROVISIONS

- 3.1. The Customer agrees with the content of these PTC SANP and shall be obliged to adhere to them.
- 3.2. These PTC SANP shall become effective on **1 July 2020**.