

GENERAL FRAMEWORK AGREEMENT ON PROVISION OF BANKING AND PAYMENT SERVICES

No. L001XXXXXXXXX0001 (hereinafter the "Framework agreement")

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

Client ID:

13. Type of ID
14. ID No.
15. Date of Issuance
16. Valid to
17. Place of Issuance
18. Country of Issuance

Data verified on behalf of the Bank by:

Name and Last Name	Signature
Date and place	

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 Terms or 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, 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 Agreement for provision of particular Banking service (hereinafter the "Agreement"). Agreement for the provision of Banking services comes into force upon signature of the Bank and the Client. The effectiveness of individual Agreement is subject to 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 Client's Current and/or Savings Account in the currency specified in the Application. The Account number will be indicated in Confirmation of Account opening.
- 4.1.2. The Bank shall, on the basis of the Current and Savings Account Agreement, accept deposits and payments to the Client's Account and execute payments 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 issue 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.

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.
- 5.2. Client acknowledges and agrees that in case of sending unencrypted messages the Bank is not responsible for any unauthorized third party access during transmission or during their delivery. The Client is entitled to withdraw this given Consent at any time, in the manner specified in T&C.

6. CLIENT DECLARATION

6.1. Disclosure

- 6.1.1. Client signing this Framework agreement explicitly states that:
- 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;
 - Client acquainted himself with the above mentioned documents enough to understand them, and;
- 6.1.2. Any information and documents provided to the Bank in connection with the conclusion of this Framework Agreement are true and complete.
- 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., 2.4.1., 11.6, 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 Client Consents to the collection and processing of personal data

- 6.2.1 Client signing this Framework agreement and within its framework explicitly states that he granted the Bank with Consent to make and keep copies of personal documents handed to the Bank and that, in accordance with Act on Personal Data Protection, he granted the Bank with Consent to gather and process personal data, including the use of personal identification number and other data relating to his person, which he communicated or which are to be obtained any other way for the following purposes:
- To which the Client has given explicit Consent;
 - To ensure protection of rights and legally protected interests of the Bank;
 - For purposes connected with banking and business services;
 - For the performance of the Bank's legal obligations arising from special regulations;
 - For internal purposes, particularly for the analysis and assessment of potential risks, operational management, strategic planning, and
 - To be informed about new products and services.
- 6.2.2. Client signing this Agreement and within its framework explicitly states that he granted the Bank with Consent to gather, process and keep personal data, including personal identification number, in a way, in the extent and under the conditions specified in the Information Memorandum of Banking Registry of Client Information (BRKI) and Non-Banking Registry of Client Information (NRKI) and to send queries to the appropriate credit register and verify the creditworthiness of the Client, or verify the correctness or accuracy of the information provided by the Client in connection with a contractual relationship with the Bank.
- 6.2.3. Client signing this Framework agreement and within its framework explicitly states that he granted the Bank with Consent to gather, process and keep personal data, to the extent specified in the Advice on SOLUS registry. Client further confirms that he was given access to and was provided with the current version of the Advice through the Bank's Home page www.equabank.cz.
- 6.2.4. The Client is entitled to withdraw given Consents at any time, in the manner specified in T&C.

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 § 74 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.
- 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.

9. SECTION FOR SIGNATURES

Client:

Signature	Date and place
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Deputy of the Bank:

Name and last name	Signature
Position	
Date	