

Notice by

Equa bank a. s., on the Conditions of Carrying out Payment Transactions

(the "Notice")

1. This Notice specifies how Equa bank a. s., (the "Bank") proceeds in providing payment transaction services on the payment accounts maintained with the Bank for the Bank's clients (the "Clients").

2. In providing payment services, the Bank proceeds in compliance with applicable legal regulations, including, but not limited to, Act No. 284/2009 on Payment Services (the "Payment Services Act"), which reflects the relevant Community regulations and, among other things, specifies the rights and obligations of payment service providers and users. The Bank also respects the business practices of banks in the Czech Republic and the principles set out by the Czech National Bank (the "ČNB") for the payment transaction services.

3. The Bank is a provider of payment services for the Bank's Clients. The Bank's Clients are users of banking services.

4. A Client is entitled to dispose of the funds in the payment account through fund transfer orders on forms agreed by the Bank, or by using payment instruments in compliance with the relevant contractual arrangements, up to the balance available in the account, or up to an agreed debit balance in the account or agreed current account overdraft limit.

5. Payment accounts maintained in CZK and in selected foreign currencies, including CAD, EUR, GBP, CHF, USD, are intended for the transfer of funds.

6. Any instruction to perform a payment transaction should be delivered by the Client to the Bank within the periods specified by the Bank. The factors that are decisive for counting these periods include the day/hour of the delivery to the Bank of the instruction to perform the transaction and the format of the instruction (either in writing or through a valid payment instrument). In the event that the date/hour of receipt of an instruction to perform a transaction falls on a time outside the opening hours of the Bank or on a time beyond the period set out by the Bank for specific types of payment transactions, or on a date which is not a Business Day, the instruction should be deemed to be received at the beginning of the opening hours on the following Business Day. The Client may withdraw his/her instruction to perform a payment transaction but must do so no later than one Business Day prior to the due date of the instruction to perform the transaction or prior to the time of receipt by the Bank of the instruction to perform the transaction, except the receipt of a collection order. The deadline for the withdrawal of a collection order is three Business Days prior to the due date.

7. As at the date of receipt of an instruction to perform a transaction (unless the Client requires a later due date), the Bank should debit the funds from the Client's account, or should carry out the instruction to perform a payment transaction only on condition that all the conditions required for the transaction to be effective are simultaneously met:

- an order to carry out a payment transaction must be carried out in compliance with the Bank's General Terms and Conditions of Business in force or any other conditions as may be defined by the Bank;
- an order to carry out a payment transaction must be submitted within the period specified by the Bank;
- sufficient funds must be made available to perform the payment transaction in the Client's account;
- other conditions are met, if any, as may be required by legal regulations in force.

8. If there are not sufficient funds available in the account of a Client who is in the payer position on the required due date or on the following Business Day, the instruction to carry out a payment transaction / collection payment should not be executed. Information about the refusal or non-execution of a payment transaction/collection payment must be provided by the Bank to the Client in a provable manner and without undue delay, no later than with the account statement.

9. The Bank should perform only authorised payment transactions. A payment transaction should be deemed authorised if consented by the Client. Payment transaction authorisation should be understood to cover:

- a payment transaction based on a written instruction to execute a payment transaction. The Client's signature must tally with the valid specimen signature or must comply with any other method of authorisation agreed on a

contractual basis.

- For payment transactions with payment cards
 - For ATM payment transactions: enter the PIN;
 - For cash and non-cash (CashBack) payment transactions in shops: enter the PIN, the card holder's own signature, or combination of both, depending on the type of payment card.
 - For non-cash payments on the internet and the MO/TO transactions: enter the payment card number, enter the validity of the payment card and the payment card's protective three-digit code – the Card Verification Value (CVV), Card Verification Code (CVC).
- payment transactions carried out through the Direct Banking Service (the "Service") upon successful authentication of the Client on the basis of Personal Certificate, Identification Number and Direct Banking Access Password.

By giving consent/authorisation, the Client confirms to have acquainted him/herself with the information related to the payment transaction.

The Bank then credits the payment transaction amount to the account belonging to the Client who is in the beneficiary position, once it has been credited to the Bank's account and once the Bank has received from the payer's bank the information needed for the provision of the transfer amount to the beneficiary (Client). The Bank is consequently entitled to debit the transfer amount that has been credited to the account of the Client in the beneficiary position in the transaction in the event that the Bank fails to receive the transfer amount refund to the Bank's account with the relevant correspondent bank.

The Bank is entitled to debit the payment transaction amount from an account held by a client who is in the beneficiary position and to return such an amount to the payer's bank, provided that the transaction concerned is an authorised debit transaction in CZK, carried out in the Czech territory, and provided also that the payer's bank requested the Bank to return such an amount within the period specified in the Payment Services Act. In such a case the Bank should proceed in accordance with the relevant provisions of the General Terms and Conditions of Business.

10. The Client must notify the Bank of any unauthorized payment transaction without undue delay after learning about it, but not later than 13 months after the date of the debiting of the funds from the Client's account. In the case of any unauthorised payment transaction, the Client should proceed in compliance with the relevant provisions of the General Terms and Conditions of Business. The Bank should return the amount to the Client as soon as the Bank learns the facts and checks the validity of the Client's request.

11. Should the payment transaction involve conversion between a foreign currency and CZK or among foreign currencies, the Bank should perform such a conversion in accordance with the principles defined in the relevant provisions of the General Terms and Conditions of Business.

12. Information about the payment transaction, i.e. the crediting or debiting of the transfer amount or cash amount, should be provided to the Client in the account statement.

13. For the payment services provided, the Bank is entitled to collect fees, based on the Tariff of Rates valid as at the fee settlement date.

14. A Client in the payer position should be aware that a payment transaction amount in a currency other than the currency in which the transaction beneficiary's account is maintained may fail to be credited to the beneficiary's account with the beneficiary's bank because of the different currencies involved.

A) Non-cash Payment Transactions

I. Domestic Payment Transactions

15. Domestic CZK payment transactions should be understood to mean transfers/collections of CZK funds in the territory of

the Czech Republic. The Bank is a participant of the payment system with settlement finality, which is run by the Czech National Bank (ČNB). Under this system, the CZK payment transactions carried out in the Czech territory go through the ČNB Clearing Centre.

16. Written transfer orders should be submitted on the forms approved by the Bank. The forms for one-off transfer orders, collection orders, multiple transfer orders and standing transfer orders, and for consent with a transfer, should be provided by the Bank at the Client's transaction site. Written transfer orders must be filed out legibly and completely without any cross outs, erasures and overwritings, and must be signed in conformity with the specimen account signatures valid at the time of receipt of the payment order. The Client is responsible for ensuring that data indicated in the payment order are complete, correct and true. To confirm the receipt of the written payment order, the Bank should put its date stamp on a copy of the written payment order. However, the stamp is not a confirmation that the order has become effective. The Bank is not bound to carry out payment orders that are not completed in compliance with the conditions specified by the Bank. If a payment order is not completed correctly, the Bank should not be held responsible for any damage as may occur due to the fact that the order was not carried out. The Bank should notify the Client in a provable manner and without undue delay about any case in which a payment order was not executed.

17. The Bank should perform transfers/collections of funds in CZK on the Czech territory through one-off transfer orders, one-off collection orders, multiple transfer orders and standing transfer orders, and also on the basis of consent to collection.

18. The payer/beneficiary bank account data in the domestic payment transactions clearly identify the Client's account, i.e., they serve as a unique identifier, consisting of the payer's/beneficiary's account number and the identification code of the payer's/beneficiary's bank.

19. The Mandatory details of the written transfer/collection order in domestic payment transactions include:

- payer's unique identifier (payer's bank account data);
- beneficiary's unique identifier (beneficiary's bank account data) – this does not apply to utility charges collection service provided to households by the Czech Post (SIPO);
- the transfer amount in CZK, indicated numerically (where the currency is not indicated, the amount should be deemed to be in CZK); the total CZK transfer amount in a multiple transfer order must be equal to the sum of the individual amounts;
- signature conforming to the specimen signature attached to the account, or another identification key, if agreed on a contractual basis;
- the "constant symbol" code, if required by a specific legal regulation or if the payment concerned is an income to or outlay from the state budget. The Client should be responsible for the indication of the mandatory "constant symbol";
- indication of whether the transaction is a standard payment or urgent payment;
- purpose of the transaction/source of the funds for transactions over EUR 15,000 or equivalent.

For standing orders, the following fields must also be completed:

- first payment date
- indication of the placement of a standing order, or a change or cancellation
- last payment date, or until recall
- frequency

For consent to collection, the following fields must also be completed:

- limit, i.e., the sum of the CZK amounts expected by the Client for the selected period
- indication of placement, or a change or cancellation
- the SIPO link number and possibly also the mobile operator's reference number
- Indication of the period of time to which the limit applies, or until recall

20. The non-mandatory details of the written transfer/collection order in domestic CZK payment transactions include:

- transfer/collection order due date
- "variable symbol" code – an identifier of ten digits or less with no dashes and slashes

- “constant symbol” code – an identifier of ten digits or less with no dashes and slashes
- “specific symbol” – an identifier of ten digits or less with no dashes and slashes
- date of issue (the date of delivery of the transfer/collection order to the Bank should apply if the date of issue is not indicated)
- message to the payer/beneficiary (numeric or text)

For standing orders and for consent to collection, it is possible to add this note: during the Client's life only.

21. On the basis of a transfer order to the debit of the Client's account, the amount to be credited to the beneficiary's account with another domestic payment service provider should always be in the Czech currency (CZK) and therefore the beneficiary's account with the other domestic payment service provider must always be maintained exclusively in CZK.

22. A standing payment order is used upon the request of the Client who is in the payer position and requests regular payments of fixed amounts at a fixed date to the beneficiary's account within the Bank or to the beneficiary's account with another domestic provider. The payer's and beneficiary's accounts should be maintained in CZK.

23. A Client who is in the beneficiary position may use a collection order, provided that such a beneficiary has agreed on this method of payment with the payer and that both accounts are maintained in CZK. To ensure that the due date of the collection order, as agreed between the payer in another bank and the Client who is in the beneficiary position, the collection order must be delivered to the Bank no later than two Business Days prior to the required due date. The Bank does not check whether the Client who is in the beneficiary position is entitled to use the collection form of payment from the payer's account with another bank. Such checking is the payer's bank matter.

24. A collection transaction by which funds are debited from the account of the Client who is in the payer position should only be executed if the Client grants his consent to collection from his account to be credited to the beneficiary (such a consent should be provided on a form agreed by the Bank). In such a case the Bank should check the validity of the collection (debit) type of payment from the account of a Client who is in the payer position and should at the same time check whether the agreed conditions for the permission of collection are met. The Bank is entitled to select the banks with which to carry out domestic payment (debit) transactions.

A Client in the payer position is entitled to claim back the amount of an authorised payment transaction performed on the basis of a collection order within 8 weeks after the date on which the funds were debited from the Client's account, unless a precise amount of the payment transaction is determined as at the authorisation date and unless, simultaneously, the payment transaction amount exceeds the limit set by the Client, i.e., the sum of the amounts anticipated by the Client in CZK for the given period. The Bank should return to the Client the payment transaction amount collected if a valid request to that effect is submitted, and should do so within 10 Business days following the receipt of the Client's request, submitted together with the relevant documents. In the case of an ungrounded request the Bank will reject the request for the returning of the amount collected and inform the Client about the reasons for the rejection.

25. Should any other domestic service provider operating on the Czech territory fail to settle a CZK payment transaction or fail to use the bank information in accordance with the Client's instruction, thus causing incorrect execution of the payment transaction, the Bank must, if it maintains an account for the unauthorised beneficiary, debit from that account the incorrectly credited amount if so requested by the domestic service provider that caused the incorrect processing, and return it to that service provider to remedy the situation. The Bank is entitled to ensure that the balance in the unauthorised beneficiary's account is as it would have been, had no incorrect payment transaction taken place. A request for remedial settlement may be filed within 3 months after the mistake that led to the incorrect payment transaction.

26. Time limits for domestic payment transactions – effective moment of an order delivered in paper form:

- transfers within the Bank – the Bank must debit the funds from the payer's account on the Business Day indicated by the Client as the due date, or on the Business Day on which the Bank received the order in the event that the order was delivered before the end of the opening hours of the Client's transaction site (the order does not contain an indication of the due date, or the due date has just occurred). Should the moment of receipt of the payment order fall on a time outside the Bank's opening hours or on a day that is not a Business Day, the

payment order should be deemed to have been received at the beginning of the Bank's opening hours of the following Business Day.

- **transfers to other banks in the Czech Republic**

standard CZK transfers – The Bank must debit the funds from the payer's account on the Business Day indicated by the Client as the due date, or on the Business Day on which the Bank received the order, provided that the order was submitted no later than 30 minutes before the end of the opening hours of the Client's transaction site ("time close to the end of opening hours" hereinafter). In the event of delivery of the order at a time close to the end of opening hours of the Client's transaction site or the due date of the order falls on a day that is not a Business Day, the payment order should be carried out the next Business Day.

urgent CZK transfers – The Bank must debit the funds from the payer's account at the moment of receipt of the payment order, provided that the order was submitted at the Client's transaction site no later than by 10.00 h of the Business Day. Should a Client request that an urgent payment be carried out in a situation where there are not sufficient funds available in the Client's account to perform the transfer required and to charge the relevant fee, no urgent transfer should be carried out.

standing transfer orders – A Client must deliver the standing transfer order no later than one Business Day before the date of the first payment. The standing order should become effective for each payment on the date specified by the Client as the due date. In the event that the due date is not a Business Day, the effective date for the standing order should occur on the day preceding the Business Day. If the Client wishes to change or cancel a standing order, the request to that effect must be delivered by the Client to the Bank no later than one Business Day prior to the effective moment / due date of the order.

- **Collection order** – A Client must indicate in the written order to collect funds (to be debited from a payer's account with another payment service provider inside the country) a due date at least two Business Days following the date of delivery to the Bank of a written order. In the event that the Client is a beneficiary of the funds transferred within the Bank, the Bank should credit such funds to the Client's account no later than by the end of the opening hours of the Business Day on which the order became effective. If the payer is a client of another payment service provider inside the country, the Bank should credit such funds to the Client's account immediately, once the funds are credited to the Bank's account with the CERTIS (payment system with settlement finality, which is run by the Czech National Bank, in which the Bank is a participant). The deadline for withdrawing a collection order is three Business Days prior to the due date at the latest.
- **Consent to collection** – Consent to collection must be delivered to the Bank no later than one Business Day prior to the expected first collection date. The same time limit also applies when the consent to collection is to be changed or cancelled. The Bank is entitled to reject a consent to collection if it is delivered within a shorter period.
- **SIPO (utility charges collection service provided to households by the Czech Post)** – Request for the implementation or any change or cancellation of the SIPO non-cash payment must be filed no later than by the 23rd day in the month in order to ensure that the payment is made / cancelled already the next month. If the 23rd day in the month is not a Business Day, the request must be sent no later than two Business Days prior to that date. The payment should be made from the account one Business Day prior to the 15th calendar day in the month, provided that the 15th calendar day is a Business Day. If the 15th calendar day in the month is not a Business Day, the process must take place no later than two Business Days prior to that date.

The Time limits for domestic payments are specified in the Annex: "Time Limits for Payment Transactions"

II. Foreign Payment Transactions

27. Foreign payment transactions are transfers of cash to / from abroad and transfers of cash in foreign currencies to / from the Czech Republic ("outgoing and incoming foreign payments" hereinafter).

28. Forms agreed by the Bank must be used for submitting the written orders to make foreign transfers. The blank forms of the orders for transfers abroad and for transfers in foreign currencies to the Czech Republic are made available at the Client's transaction site. The written orders must be filled-in clearly and legibly and must be free of any cross outs, erasures and overwritings, and must be signed in conformity with the specimen account signatures for the account, valid at the time of

receipt of the payment order. The Client is responsible for ensuring that the data indicated in the payment order are complete, correct and true. To confirm the receipt of the written payment order, the Bank should put its date stamp on a copy of the written payment order. However, the stamp is not a confirmation that the order has become effective. The Bank is not bound to carry out payment orders that are not completed in compliance with the conditions specified by the Bank. If a payment order is not completed correctly, the Bank should not be held liable for any damage as may occur due to the fact that the order was not carried out. The Bank should notify the Client in a provable manner and without undue delay about any case in which a payment order was not carried out.

29. The Bank should perform transfers abroad and foreign currency transfers to the Czech Republic through one-off orders for transfer abroad / for foreign exchange transfers to the Czech Republic.

30. The Bank should perform transfers abroad and foreign currency transfers to the Czech Republic in the following currencies: EUR, CZK, USD, CAD, GBP, CHF.

31. The payer/beneficiary bank account data in the foreign payment transactions clearly identify the Client's account, i.e., they serve as a unique identifier, consisting of the payer's/beneficiary's account number and the identification code of the payer's/beneficiary's bank.

32. The mandatory details of the transfer order in foreign payment transactions include:

- payer's unique identifier (account number or IBAN format) and payer's exact name and address;
- beneficiary's unique identifier (account number or IBAN format) and beneficiary's exact name and address;
- for transfers routed to the member states of the European Union ("EU") / European Economic Area ("EEA"), it is mandatory to indicate the beneficiary's account number in the IBAN format;
- for transfers routed to other states (outside EU/EEA), the beneficiary's account number must be indicated with respect to the strict rules of countering the legalisation of ill-gotten gains and of the struggle against terrorism;
- beneficiary's exact name and address, BIC (swift address) or the beneficiary's bank's national routing code;
- for transfers routed to the EU/EEA Member States, the beneficiary's banking service provider must be indicated in the BIC format;
- the transfer amount in numerical form;
- indication of the transfer currency (currency code by the ČNB Code List, or by the Bank's exchange rate list);
- transfer purpose – information to the beneficiary;
- fee payment code: OUR (paid by payer), BEN (paid by beneficiary) and SHA (paid by payer and beneficiary 50:50) to states outside the EU/EEA or in currencies that are not EU/EEA currencies;
- for payments to EU/EEA Member States in currencies of EU/EEA Member States, which payments do not include currency conversion: the SHA fee payment code must be indicated;
- signature conforming to the specimen signature, valid at the time of receipt of the payment order, or any other identification key, if a different method of authorisation is agreed;
- indication of whether the transaction is a standard payment or urgent payment.

33. The Non-mandatory details of the transfer order in foreign payment transactions include:

- transfer order due date
- other instructions by the payer
- the place and date of issue of the payment order (if not indicated, use the date of delivery of the transfer order to the Bank).

34. For foreign payments outgoing abroad and foreign exchange transactions to the Czech Republic, the Bank is entitled to determine the method of transfer and to use correspondent relationships based on its own selection and at its own discretion, unless expressly indicated otherwise by the Client who is in the payer position.

35. Should a Client request that an urgent payment be carried out in a situation where there are not sufficient funds available in the Client's account to perform the transfer required and to charge the relevant fee, no urgent transfer should be executed.

36. The Bank is entitled not to carry out a payment order for a transfer of funds abroad and a foreign exchange transfer to the

Czech Republic, if the payment order does not contain the beneficiary's account number. A client who is in the payer position is exposed to the potential risk of rejection of the payment order by the beneficiary's bank, or return of the transfer by the beneficiary's bank upon deduction of the relevant costs from the initial transfer amount.

37. The Bank is entitled not to accept from a Client an instruction that includes a payment routed to a country contained in the list of countries suspect of support to terrorism, or to banks and their units outside such countries if their parent institution is registered in a country suspect of support to terrorism.

38. To convert a transfer amount in the transfer currency to the currency in which the Client's account is maintained, the Bank as a rule uses the offer rate of the Bank's exchange rate list valid as at the effective date/moment of the transfer order. Should the CZK equivalent exceed the limit set by the Bank at EUR 50,000 and equivalent in another currency, the Bank may use an exchange rate derived from the current rate on the inter-bank FOREX market. The Bank must inform the Client about this exchange rate in a suitable manner without undue delay, including, but not limited to, through the account statements. Information on the exchange rates (the exchange rate list) is available in the Bank's client areas and at the Bank's web site at www.equabank.cz.

39. For payments to EU/EEA Member States in currencies of EU/EEA Member States, which payments do not include currency conversion, it is mandatory to indicate the beneficiary's account number in the IBAN format, the BIC code of the beneficiary's payment service provider, and the SHA fee payment code. For such transfers, the Bank may decline to carry out the payment order if these conditions are not met (including indication of an invalid or incorrect IBAN or BIC format). In the case of transfers to EU/EEA Member States in the currencies of EU/EEA Member States, the Bank and the intermediary payment service providers in EU/EEA Member States must transfer the full transaction amount without any deduction. For transactions within the EU/EEA and in EU/EEA currencies, which payments include currency conversion, the Client is entitled to use the SHA- type or OUR-type fees. Should a Client in the payer position indicate "OUR"-type fees in the transfer order, the fees related to the transfer must be paid by that Client. The Bank may not reduce the transfer amount by deducting the transfer price from the transfer amount. This provision should not apply to transfers outside the EU/EEA or transfers in a currency that is not an EU/EEA currency.

For transactions outside the EU/EEA Member States or transactions in a currency that is not an EU/EEA currency, the Client is entitled to determine the BEN-, OUR- and SHA-type fees. Should a Client who is in the payer position determine that the fees related to the transfer be paid by the beneficiary (BEN), the Client thereby acknowledges that the transfer amount will be reduced by the Bank's fee and that the fees charged by intermediary banks may also be deducted. Should the Client determine that the fee be a SHA-type fee, the Client must thereby acknowledge that his Bank will charge him a fee and, at the same time, the beneficiary will be charged the beneficiary's bank's fee or an intermediary banks' fees, or these fees may be deducted from the transfer amount. In the event that the Client indicates an "OUR"-type fee, the transfer-related fees will be paid by the Client who is in the payer position and the Bank will be unable to guarantee that the "OUR" type of fee is maintained by the beneficiary's bank or by an intermediary bank.

40. Transfers from abroad and foreign exchange transfers from within the Czech Republic (incoming foreign payments). The Bank carries out such transfers on the basis of a payment order from the beneficiary's bank, which must contain a unique identification of the beneficiary, i.e. the beneficiary's account number in the valid IBAN format, or the beneficiary's account number and the beneficiary's name (these two indications must correspond to each other).

41. For foreign payments incoming from abroad and for foreign exchange payments from within the country, the Bank may reject the payment or return the payment to the payer's bank in the case of an insufficient identification of the payer. The Bank may do so with:

- payments from EU/EEA Member States in currencies of EU/EEA Member States – without indication of the payer's account number in the IBAN format (or without another payer identifier) and the payer's name and address;
- for payments outside EU/EEA Member States in currencies that are not currencies of EU/EEA Member States – without indication of the payer's account number (or without another unique payer identifier) and the payer's name and address;
- and the Bank may also fail to process or refuse to process an instruction from a payment service provider of a payer from a country contained on the list of countries suspect of support to terrorism, or from such a provider or

its units outside such countries if the parent provider is registered in a country suspect of support to terrorism.

For transactions within EU/EEA Member States and transactions in an EU/EEA currency, the Bank should charge a fee based on the Tariff of Rates currently in force, based on the type of fee determined by the payer.

42. To convert a transfer amount in the transfer currency to the currency in which the Client's account is maintained, the Bank as a rule uses the bid rate of the Bank's exchange rate list valid as at the effective date/moment of the transfer order. Should the CZK equivalent exceed the limit set by the Bank at EUR 50,000 and equivalents in another currency, the Bank may use an exchange rate derived from the current rate on the inter-bank FOREX market. The Bank must inform the Client about this exchange rate in a suitable manner without undue delay, including, but not limited to, through the account statements. Information on exchange rates (the exchange rate list) is available in the Bank's client areas and at the Bank's web site at www.equabank.cz.

43. Time limits for foreign payments – the moment when a transfer order, delivered in paper form, takes effect:

- **standard outgoing foreign transfers** – For payments to EU/EEA Member Countries in the EUR and CZK currencies, the Bank must debit the transfer amount from the account of the Client who is in the payer position on the due date /at the moment of payment order receipt, provided that the order is delivered to the Client's transaction site before or at **13,00 h** of the Business Day; orders that arrive after this time limit should be debited from the Client's account on the following Business Day. The Bank must ensure that the transfer amount is credited to the account of the beneficiary's bank, including the provision of the necessary information and evidence, within the period set out in the annex under the heading "Time limits for payment transactions", i.e. no later than three Business Days following the effective date/moment of the transfer order. Where a transaction within the EU/EEA includes conversion of currencies other than EUR and CZK, this period may be extended by one day. For transactions outside EU/EEA Member Countries or in a currency that is not an EU/EEA currency, the periods within which the funds must be credited to the beneficiary's bank depend on how the transactions are processed by intermediary banks.
- **urgent outgoing foreign transfers** – For payments to EU/EEA Member Countries in EU/EEA Member Countries' currencies, the Bank must debit the transfer amount from the account of the Client who is in the payer position on the due date /at the moment of payment order receipt, provided that the order with a highlighted "Urgent" sign is delivered to the Client's transaction site before or at **13,00 h** of the Business Day; orders that arrive after this moment should be debited from the Client's account on the following Business Day. The Bank must ensure that the transfer amount is credited to the account of the beneficiary's bank, including the provision of the necessary information and evidence, within the period set out in the annex under the heading "Time limits for payment transactions". This provision does not apply to transfers outside EU/EEA Member States or transfers in a currency that is not a EU/EEA Member State's currency.
- **standard incoming foreign transfers** – For payments from EU/EEA Member Countries in EU/EEA Member Countries' currencies, the Bank must credit the transfer amount to the account of the Client who is in the beneficiary position on the same Business Day when the Bank receives from the payer's bank the information and evidence necessary for the provision of the transfer amount to the beneficiary in compliance with the "Time Limits" table in the Annex. For transfers in the currencies of non-EU/EEA states, the Bank may credit the transfer amount to the account of the Client in the Beneficiary position no later than the following Business Day, once the transfer amount is credited to the Bank's account and once the Bank has received from the payer's payment service provider the information and evidence necessary for the provision of the transfer amount to the Beneficiary. The transfer amount that has been credited to the account of the Client in the beneficiary position can thereafter be debited by the Bank in the event that the Bank has not received refundment for the transfer amount to the Bank's account from the correspondent bank.

If the Bank is unable to identify the beneficiary, it must return the transfer amount to the payer's bank without undue delay. Transactions outside the EU/EEA and in currencies other than EU/EEA currencies (where the Bank has to carry out additional investigations) must be credited to the account of the Client in the beneficiary position immediately after completion of such activities, using the exchange rate effective as at

the date on which the payment was credited.

The time limits and the moment of receipt of the payment for transfer to / from abroad, as defined by the Bank, are indicated in the Annex under the heading "Time Limits for Payment Transactions".

III. Conversion transactions

44. To convert one currency to another currency, the Bank uses the rates set in the Bank's exchange rate list valid as at the effective date/moment of the instruction to carry out the transaction. Should the CZK equivalent exceed the limit set by the Bank at EUR 50,000 and equivalents in another currency, the Bank may use an exchange rate derived from the current rate on the inter-bank FOREX market. The Bank must inform the Client about this exchange rate in a suitable manner without undue delay, but no later than with the account statement.

45. The Client's instruction to carry out a conversion transaction must contain the indication of the payer and beneficiary account currency (currencies) and indication of the currency of the transfer amount. Where no currency is indicated, the currency should be deemed to be CZK.

IV. Internet banking

Provisions in this Section complement or modify the conditions for the execution of non-cash payment transaction, as described in Sections I, II and III: they reflect the specific characteristics associated with the Service.

46. Domestic payments

- Payment to another bank

A CZK payment transaction debited from a Client's (ordering party's) account, maintained in CZK, to be credited to a beneficiary's account maintained in CZK with another bank in the Czech Republic. The Client may withdraw the instruction for the execution of a transaction to another bank in the case of submission of a request for immediate processing, but must do so by 23,00 h still the same day.

- Payments within the Bank

Payment transactions between the Bank's accounts in both CZK and other currencies. Such payments must be made immediately. The instruction to execute the transaction cannot be withdrawn.

- Multiple payments

Multiple payments serve to process payment orders in batches. Domestic CZK payments can be processed in this manner.

47. Foreign payment transactions

A CZK and foreign exchange payment transaction debited from a Client's account to be credited to a beneficiary's account maintained in a foreign currency or abroad.

48. Time limits for payment execution

These Time limits are specified in the document entitled "Time Limits for Payment Transactions" in the Annex to this Notice and are also available in the Bank's client areas and at the Bank's web site at www.equabank.cz.

V. Payment cards

49. When carrying out payment transactions through payment cards, the holders of the payment cards must respect the "Payment Card Conditions for the Clients of Equa bank a. s.", which the Bank makes public in the Bank's client areas and at the Bank's web site at www.equabank.cz.

B. Cash payment transactions

50. Cash payment transactions are carried out at the Client's transaction site or in another Branch of the Bank under

conditions specified by the Bank.

51. Cash payment transactions may be carried out as follows”:

- cash deposition in CZK and in selected foreign currencies to be credited to the Client's account (or an account maintained by the Bank for a third party) during the teller opening hours of the Bank's branch;
- cash drawing in CZK and in selected foreign currencies, i.e. cash payment to the beneficiary, during the teller opening hours of the Bank's branch;
- provision of exchange service, using the currencies and nominal values determined by the Bank.

52. In the case of cash payment in a foreign currency, which cannot be paid out (in full or in part) because the Bank does not have such a currency at its disposal, or does not deal in such a currency, the Bank is entitled to pay out only the amount of the currency available to the Bank at the moment, or make the payment in another foreign currency or in CZK, unless otherwise agreed between the Bank and the Client.

53. The Bank should not accept cash deposits for payments abroad or CZK and foreign exchange cash deposits to be credited to an account maintained with another bank in the Czech Republic.

54. The Client may draw cash from his account against his identity card and a cash draw document (if the Bank requires such a document). The cash draw document must be signed in conformity with the specimen signatures maintained for the account and in conformity with the relevant contract. In the event that the Bank's branch does not require the Client to have such a document to be able to draw cash from an account, the Client must confirm having received the amount by his signature on the Bank's cash document.

55. The Client must count the cash immediately. Once the Client takes over the cash and leaves the teller, no complaints will be considered.

56. Any cash drawings equal to or exceeding CZK 100,000 or equivalent in foreign currencies must be notified by the Client to the Client transaction site / Bank' payment site two Business Days in advance. The cash drawing limits, periods and notification rules are also displayed in the client areas of the Bank's branches.

The Client must notify the Bank of his intention to draw cash. He may use telephone for that purpose, or do so in writing, upon agreement with the Client transaction site.

57. The Bank may reject a request for cash payment in the case of a transaction beyond the limit, if it is learned, upon its notification, that there is not enough cash available on the Client's account from which the transaction is to be debited.

58. Cash deposits to be credited to a Client's account or to an account maintained by the Bank for a third party should be credited to the relevant beneficiary's account immediately, once the order becomes effective. Cash drawings should be debited from the relevant Client account immediately, once the order becomes effective.

C. Client Mobility

59. On the basis of the “Bank Activities Standard No. 22 – Client Mobility – Bank Change Procedure”, issued by the Czech Banking Association to which the Bank acceded with effect from 1 November 2009, the Bank allows clients to leave for another bank under the conditions described in that Standard.

This Notice will enter into effect on 1 November 2009

Annexes:

Annex No. 1 Definition of Concepts

Annex No. 2 Overview of EU/EEA Member States and Their Currencies

Annex No. 3 Time Limits for Payment Transactions

Annex No.1

Definition of Concepts

Payment transaction means the deposition of funds on a payment account, the collection of funds from a payment account, or the transfer of funds.

Payment account is an account that serves for the execution of payment transactions.

Funds means bank notes, coins, non-cash funds, and electronic money.

Payment instrument is a personalised facility or a set of procedures agreed between the provider and user, through which the user issues payment orders.

Payment service providers include the Czech National Bank (ČNB), domestic banks, foreign banks and foreign financial institutions, savings and credit societies, electronic money institutions, foreign electronic money institutions, payment institutions, foreign payment institutions and payment service providers, all under the conditions set out by the Payment Services Act.

Payment system with settlement finality is a system that carries out the transfers of funds on the basis of the rules set out in the Payment Services Act and by standardised procedures, agreed between the system participants.

Business Day is a day on which the payer's payment service provider and the beneficiary's payment service provider, carrying out payment transactions, as a rule perform the activities necessary to execute a transaction.

Opening Hours are the part of the working day during which the payer's payment service provider and the beneficiary's payment service provider, carrying out payment transactions, as a rule perform the activities necessary to execute a transaction.

Unique identifier is a combination of characters, digits or symbols by which – as determined by the payment service provider – the user or the user's account are identified for payment transaction execution.

IBAN (International Bank Account Number) is an international bank account number allowing for unique identification of the user's account number with the respective payment service provider / bank in the given country.

BIC (Bank Identifier Code) is the swift address of the payment service provider / bank, allowing for unique identification of the relevant payment service provider / bank in the given country.

OUR fee code = all fees are paid by the payer. This means that the payer must pay the Bank's fees according to the current Tariff of Rates, and (subsequently) also the fees charged by the beneficiary's payment service provider. The Beneficiary will receive a "net" payment.

BEN fee code = all fees are paid by the beneficiary. This means that the payer does not have to pay any fees and the Beneficiary receives the transfer amount minus the bank fees. The Beneficiary pays the fees charged by his service provider.

SHA fee code = the payer must pay the fees charged by his service provided in accordance with the current Tariff of Rates. The beneficiary should pay the fees charged by his service provider and/or by other intermediary provides.

EU/EEA member state*)	Currency Code
Belgium	EUR
Bulgaria	BGN**)
Czech Republic	CZK
Denmark	DKK**)
Estonia	EEK**)
Finland	EUR
France	EUR
Ireland	EUR
Iceland	ISK**)
Italy	EUR
Cyprus	EUR
Liechtenstein	CHF
Lithuania	LTL**)
Latvia	LVL**)
Luxembourg	EUR
Hungary	HUF**)
Malta	MTL**)
Germany	EUR
The Netherlands	EUR
Norway	NOK**)
Poland	PLN**)
Portugal	EUR
Austria	EUR
Romania	RON**)
Greece	EUR
Slovakia	EUR
Slovenia	EUR
Spain	EUR
Sweden	SEK**)
United Kingdom	GBP

***) Member states of the European Union and the European Economic Area, i.e. EU Member States and Liechtenstein, Iceland and Norway**

*****) Payments in the currencies bearing this mark are made by the Bank in EUR equivalent**

Time Limits for Payment Transactions – in force from 1 November 2009

Cash-free transactions – outgoing payments

I. Domestic payments in CZK in the Czech Republic – domestic payment transactions					
Type of operation	Type of payment transaction	Method/Place of delivery	Delivered to Bank on Day D (moment of receipt)	Funds debited from Client's account	Funds credited to beneficiary's account***)
Order in paper form					
In CZK	Standard	Client's transaction site	by the time 30 minutes before end of opening hours	D*)	D+1
In CZK	Standard	Client's transaction site	within 30 minutes before end of opening hours	D+1	D+2
In CZK (upon prior agreement with the Bank)	Urgent	Client's transaction site	by 10.00 h	D	D
In CZK	Urgent	Client's transaction site	after 10.00 h	D+1	D+1
Direct banking services					
In CZK	Standard	Direct banking services	by 10.00 h	D	D
In CZK	Urgent	Direct banking services	after 10.00 h	D+1	D+1

II. Payments to abroad and foreign exchange payments to Czech Republic

Type of operation	Type of payment transaction	Method/Place of delivery	Delivered to Bank on Day D (moment of receipt)	Funds debited from Client's account	Funds credited to beneficiary's account***)
Order in paper form					
In EU/EEA currencies to EU/EEA	Standard	Client's transaction site	by 13.00 h	D	D+3
In EU/EEA currencies to EU/EEA	Standard	Client's transaction site	after 13.00 h	D+1	D+4
In EU/EEA currencies to EU/EEA (upon prior agreement with Bank)	Urgent	Client's transaction site	by 10.30 h	D	No later than D+2
In EUR (within BP Group only)	Standard	Client's transaction site	by 11.00 h	D	D+1
In USD	Standard	Client's transaction site	by 10.00 h	D	Depending on processing by intermediary banks
In USD	Standard	Client's transaction site	after 10.00 h	D+1	Depending on processing by intermediary banks
In USD (upon prior agreement with Bank)	Urgent	Client's transaction site	by 10.30 h	D	Depending on processing by intermediary banks
Other currencies (outside EU/EEA)	Standard	Client's transaction site	by the end of opening hours on Day D	D+1	Depending on processing by intermediary banks
Direct banking services					
In EU/EEA currencies to EU/EEA	Standard	Direct banking services	by 13.00 h	D	D+3
In EU/EEA currencies to EU/EEA	Standard	Direct banking services	after 13.00 h	D+1	D+4
In EUR (within BP Group only)	Standard	Direct banking services	by 11.00 h	D	No later than D+1
In USD	Standard	Direct banking services	by 10.30 h	D	Depending on processing by intermediary banks
In USD	Standard	Direct banking services	after 10.30 h	D+1	Depending on processing by intermediary banks
Other currencies (outside EU/EEA)	Standard	Direct banking services	by 23.00 h	D+1	Depending on processing by intermediary banks

III. Internal transfers – transfers within the Bank					
Type of operation	Type of payment transaction	Method/Place of delivery	Delivered to Bank on Day D (moment of receipt)	Funds debited from Client's account	Funds credited to beneficiary's account
Order in paper form					
Transfers in the same currency	Standard	Client's transaction site	by the end of opening hours on day D	D	D
Transfers with currency conversion	Standard	Client's transaction site	by 16.00 h	D	D
Transfers with currency conversion	Standard	Client's transaction site	after 16.00 h	D+1	D+1
Direct banking services					
Transfers in the same currency	Standard	Direct banking services	by 23.00 h	D	D
Transfers with currency conversion	Standard	Direct banking services	by 16.00 h	D	D

Cash-free payments – incoming

I. Domestic payments in CZK in the Czech Republic					
Type of operation	Type of order	Method of delivery	Delivery to Bank from the providing beneficiary	Funds debited from Client's account	Funds credited to beneficiary's account

In CZK	Standard	X	X	X	D**)
In CZK	Urgent	X	X	X	D
II. Payments from abroad and foreign exchange payments from within the country					
In EU/EEA currencies to EU/EEA	X	X	By 14.00 h	X	D**)
Other currencies	X	X	By 14.00 h	X	D+1**)

Cash payments

Type of Operation	Type of order	Method/Place of delivery	Moment when the order takes effect on Day D	Funds debited from Client's account	Funds credited to beneficiary's account
Cash deposit	x	Client's transaction site	By the end of opening hours on Day D	x	D
Cash collection	x	Client's transaction site	By the end of opening hours on Day D	D	x

*) Business Day

***) Business Day when the funds are credited to the Bank's account and the Bank receives from the Payer's bank all evidence necessary for crediting the funds to the Client's account.

****) The Bank is not responsible for the duration, method and quality of payment transaction processing by other banking service providers.