

TECHNICAL CONDITIONS

Part A – Payment services

1.1 Introduction

1.1.1 Subject of the Technical Conditions

The Technical Conditions govern the relations between the Client and the Bank, particularly upon the provision of Payment Services and acceptance of cheques.

1.1.2 Terms and definitions

The capitalized terms used, yet not explained in these Technical Conditions are defined in the General Business Conditions (GBC) or Product Conditions. Payment Service providers other than the Bank are referred to in the Technical Conditions as a “bank” or literally as “another payment service provider”.

1.1.3 Relation to some Single-Currency Accounts

For the sole purpose of specifying the conditions for the execution of Payment Transactions, Single-Currency Accounts, where the opening and maintenance of the account requires the existence of a specific Multi-Currency Account, are also considered Multi-Currency Accounts.

1.2 Payment Services

1.2.1 Payment service contracts

The Client and Bank agree on a Payment Service within the framework of a separate contract or contracts, under which the provision of other Banking Services is agreed. The contract is agreed for an undefined term, unless expressly agreed otherwise (by specifying the term or scope of the obligations) or unless it is a contract to execute a single Payment Transaction. A contract to execute a single Payment Transaction is usually agreed between the Bank and Client orally or as a result of a request made by the Client and carried out by the Bank. The Bank usually issues a certificate of an executed single Payment Transaction; however, the document can have a different title.

1.2.2 Available payment services

The Bank provides the Client with a wide range of Payment Services consisting of execution of Payment Transactions, whether or not using the Payment Account, issue and maintenance of payment tools any other Payment Services or services related to Payment Services, if applicable, as agreed by and between the Client and Bank.

1.2.3 Basic information about the Bank

The Client may obtain information about the Bank as a payment service provider in GBC or on the Public Website. The Bank is listed as an entity that is subject to supervision of the Czech National Bank (CNB), having its registered office at Na Příkopěch 28, Praha 1, postcode 115 03. The lists are available at www.cnb.cz. If the Client has reservations concerning the Bank's procedure in providing the Banking Services covered by the Technical Conditions, he or she may file a complaint with the CNB.

1.2.4 Complete information on Payment Services

The information and arrangements regarding Payment Services are included in the present Technical Conditions as well as in the contract under which the particular Payment Service is concluded,

and in the Product Conditions forming part of the contract. For a full understanding of the information and arrangements relating to a particular Payment Service, it is thus necessary to consult other documents, if they are binding upon the Client.

1.2.5 Availability of the framework agreement terms

The Client is entitled to request the Bank to provide the terms of the framework agreement on payment services and the information that the Bank is obliged to provide prior to conclusion of the agreement, all during the term of the obligations thereunder. By means of the framework agreement on payment services, the Bank undertakes to carry out the Payment Transactions specified therein for the Client.

1.3 Payment Orders

1.3.1 Basic requirements

The Client submits a Payment Order to the Bank to execute a payment (i.e. acting as the Payer) or direct debit (i.e. acting as the Recipient). The Client submits the Payment Order to the Bank solely in the agreed manner. The order must always include the details identified as mandatory in these Technical Conditions or another agreement between the Bank and Client.

1.3.2 Moment of acceptance

A Payment Order is accepted when received by the Bank. The Payment Order must be submitted to the Bank in an agreed manner and format. However, the Payment Order is only accepted if all conditions to execute the order agreed between the Bank and Client in the Agreement, GBC, Technical Conditions and other contractual documents, if applicable, and conditions stipulated by law are met at the given moment.

These conditions particularly include coverage of the Payment Order amount, i.e. sufficient Available Balance of the Account, from which the Funds are to be debited, including the fees and charges associated with the execution of the Payment Transaction in question. Further, the conditions include the provision of any required details to execute the Payment Transaction and, at the same time, consent to execute the Payment Transaction expressed by the Client as the Payer. The Payment Transaction is authorized by such expressed consent to execute the Payment Transaction. In the event of a Payment Order for an Instant Payment, the conditions for acceptance also include current readiness of the Recipient's bank to execute such Payment Transaction and availability of the payment system for acceptance of the Payment Order and delivery to the Recipient's bank.

1.3.3 Postponed moment of acceptance

If the moment of acceptance of a Payment Order falls within a period outside the Bank's Operating Hours or after expiration of the cut-off time for delivery of a Payment Order during the Operating Hours, it holds that the Payment Order is accepted at the beginning of the next Operating Hours of the Bank. The cut-off times for delivery of a Payment Order to the Bank during Operating Hours are specified in the Information on Payment Deadlines.

1.3.4 Order of moment of acceptance

If multiple Payment Orders to transfer Funds from one Account are accepted on the same day, the Bank is entitled to determine the

order of execution of such Payment Orders independently of the order of authorization or delivery of the particular Payment Orders to the Bank; the same applies by analogy to batch Payment Orders.

1.3.5 Verification of Payment Order contents

The Client shall submit to the Bank only Payment Orders that he or she has completed freely and in accordance with his or her needs, having verified the accuracy of the data specified in the Payment Order.

1.3.6 Checking for obstacles preventing the execution of a Payment Order

Before submitting a Payment Order to the Bank, the Client must establish whether there is any obstacle that would prevent the Funds from being transferred to the Recipient's account, and, if the Client detects any such obstacle, he or she is obliged to inform the Bank about the obstacle without undue delay. In particular, the Client acknowledges that Payment Transactions in US dollars (USD) are made through correspondent banks in the United States of America, which are obliged to withhold and not return any Funds transferred to countries and accounts of parties that are subject to sanctions, embargoes or other forms of payment restrictions applied by the United States of America. The Client is obliged to submit to the Bank only such Payment Orders for transfers of US dollars that are not directed to countries or accounts of parties that are subject to sanctions, embargoes or other forms of payment restrictions applied by the United States of America.

Prior to submitting each Payment Order to the Bank, the Client is obliged to familiarize himself or herself with the list of countries and parties against whom the United States of America applies sanctions, embargoes or other forms of payment restrictions, particularly at www.treas.gov/ofac. In the case of payments in any currency to countries and parties subject to sanctions, embargoes or other payment restrictions by the United Nations, European Union or other international organizations and states, the provisions of this paragraph shall apply by analogy.

1.3.7 Additional information and documents, Client identification

Should the Bank require additional information or documents or materials regarding a Payment Order made or regarding the data of an Incoming Credit Transfer in relation to compliance with obligations imposed by applicable legal regulations, particularly those for the purpose of the prevention of money laundering and financing of terrorism, the Client must immediately comply with such request. In such a case, the Payment Order is not accepted or the Incoming Credit Transfer amount is not credited until the Client provides the assistance requested by the Bank. The same applies to a Payment Order to make a Cash Payment Transaction for which the Client's assistance for identification purposes is required by the Bank. The Bank is not late to timely execute the Payment Transaction until the Client properly provides the requested assistance.

1.3.8 Payment Orders refused by the Bank

If the conditions for carrying out the Payment Order are not complied with or if a special legal regulation or individual legal act binding upon the Bank or an explicit agreement between the Bank and Client so stipulates, the Bank may refuse to execute the Payment Order. The Bank may also do so if it reasonably suspects that the Client or Bank may incur harm by executing the Payment Order, or that statutory obligations may be violated by executing the Payment Order, or that there may have been an unauthorized or fraudulent use of a Payment Tool or personal security elements of

the Client or the Client's Signatory. The Bank is also entitled to refuse to execute a Payment Order if the Payment Order cannot be executed in the manner requested by the Client (for example, in the currency of the Payment Order specified by the Client). In addition, the Bank may refuse to execute an Indirectly Given Payment Order if it is submitted through an entity which is not authorized to provide such a service or which fails to properly establish its identity to the Bank. Also, the Bank may refuse to execute a Payment Order for an Instant Payment if the Recipient's bank is not ready to realize such Payment Transaction or if a relevant payment system is not available for the acceptance of such a Payment Order.

If in the case of a Domestic Payment Transaction all other conditions for the execution of a standing or single order for an Outgoing Credit Transfer are met, except for sufficient Available Balance of the Payer's Account, the Bank usually attempts to execute the relevant Payment Order for 2 Banking Business Days after its maturity and thus does not proceed to refuse it immediately after the maturity date, unless the Client specifies otherwise.

Information on refusal to execute a Payment Order and, where applicable, on the reasons for such refusal and the procedure for remedy shall be made available by the Bank to the Client via Direct Banking Services or similar services. If Direct Banking Services are not available to the Client or if a Payment Order submitted to or at a Business Location is refused, the Client shall obtain the information about the refusal primarily via the Business Locations.

In the case of Payment Orders submitted at the initiative of the Payer through the Recipient, the Client obtains information about the refused Payment Order immediately upon making the Payment Order through the Recipient.

1.3.9 Payment Orders revoked by the Client

The Client may revoke a Payment Order until it has been accepted. A Payment Order may not be revoked after the end of the Bank's Operating Hours immediately preceding the day when the Payment Order is to be accepted. A Payment Order submitted by the Payer through the Recipient cannot be revoked after it has been delivered by the Payer to the Recipient. An Indirectly Given Payment Order may not be revoked once it has been submitted by the Client to the other payment service provider.

1.4 Payment Transactions

1.4.1 Payment Transaction variants

The Bank executes payment transactions as Domestic Payment Transactions or Foreign Payment Transactions, namely as Cash Payment Transactions or cashless Payment Transactions. A cashless Payment Transaction is any Payment Transaction that is not a Cash Payment Transaction (i.e. it does not involve, in particular, the handling of legal tender).

1.4.2 Unique Payment Transaction code

The Bank assigns each Payment Transaction a unique transaction code. When dealing with the Bank with regard to a specific Payment Transaction, the Client is obliged to always identify the Payment Transaction with the transaction code assigned to it by the Bank.

1.4.3 Consent to execute a Payment Transaction

The Client, as the Payer, is obliged to authorize every Payment Transaction in a manner agreed with the Bank. Authorization means any act of the Client expressing his or her consent to execute the Payment Transaction or a series of Payment Transactions. Thus, if the

Payer's consent to the Payment Transaction is given, the Payment Transaction is authorized. Authorization of a Payment Transaction is considered to be the handwritten signing of a Payment Order according to the Signature Specimen, the use of an Electronic Identification Tool to confirm a Payment Order made, or the use of a Payment Tool and the attachment or entry of an agreed Personalized Security Element in other cases, unless agreed otherwise. In justified cases, e.g. in connection with the health condition of the Client, the Bank may also accept the authorization of a Payment transaction expressed by the Client in another unambiguous manner.

In the case of a Payment Order initiated by the Recipient, the Bank also requires the Client as the Recipient to confirm the preparation of the Payment Order and its delivery to the Bank; such confirmation shall be expressed by the Client in a similar manner as the consent to execute a Payment Order.

The confirmation may also be referred to as authorization.

1.4.4 Consent to execute direct debit and Payment Transactions for which the Payer's Payment Order is given by the Recipient

The consent to execute a Payment Transaction for which the Recipient gives a Payment Order, i.e. the consent to execute a direct debit, is given by the Client directly to the Bank, even if the Client has provided his or her consent to execute the Payment Transaction to the Recipient, unless otherwise agreed for the specific Payment Transaction or Payment Transactions. The consent to execute a Payment Transaction for which the Payer gives a Payment Order through the Recipient is expressed by the Client primarily by using the Payment Tool and the relevant Personalized Security Element. The consent to execute a direct debit must always contain a statement of consent to the direct debit, unique identifier of the Recipient, unique identifier of the Client as the Payer, numerically expressed limit of the amount up to which the received Payment Order can be executed, frequency of direct debit, indication of the date from which the consent to direct debit is granted, and a record of the act by which the Client expresses the consent to execute the direct debit.

The Client expresses his or her consent to execute a direct debit in a similar way as his or her consent to execute a Payment Transaction pursuant to Article 1.4.3 of the Technical Conditions.

1.4.5 Expected direct debit amount

By stating or agreeing on a limit of Funds up to which a Payment Order submitted by the Recipient or a Payment Order submitted by the Payer through the Recipient can be executed, the Client declares that he or she expects the Payment Order to be executed up to such limit. If the expected amount of the limit for the execution of a Payment Order according to the previous sentence changes (especially if the expected amount decreases), the Client is obliged to notify the Bank without undue delay of such change, including the new limit of the Funds, in the manner given for updating the agreed Funds limits with the Bank, i.e. primarily through Direct Banking Services or through Business Locations.

1.4.6 Refunds under authorized Payment Transactions

The Client and Bank agreed that the Client is entitled to request the return of the Funds of an authorized Payment Transaction for which an order was given by the Recipient or by the Payer through the Recipient in writing and in person (the Client is not entitled to be represented), provided that:

- (i) the refund is requested within 8 weeks from the date of debiting the amount of the Payment Transaction from the Account,

- (ii) the exact amount of the Payment Transaction has not been determined at the time of authorization, and

- (iii) the amount of the executed Payment Transaction exceeds the amount that the Client could have expected, taking into account all the circumstances; Based on the agreement pursuant to Article 1.7 of the Technical Conditions, the Client may not object to an unexpected change in the exchange rate.

In the case of a request under the previous sentence and along with such a request, the Client is obliged to provide the Bank with all information and documents proving that the conditions for returning the Funds set out in paragraph (iii) above have been met. If the Client fails to submit such information and documents to the Bank or if such information and documents do not sufficiently prove the legitimacy of the request, the Bank will refuse to return the Funds to the Account.

The Bank shall restore the Account to its original state or, if this is not possible, return to the Client the amount of the Payment Transaction, the fees paid and the interest lost within 10 Banking Business Days after the Client has submitted the request and documented that the conditions for returning the Payment Transaction amount have been met. If the Bank fails to do so, the Bank shall inform the Client within the same period about the reason for the refusal, providing additional information on the supervisory authority and the method of out-of-court settlement of disputes between the Client and the Bank. In the case of direct debit in EUR, the Bank shall return the amount of the Payment Transaction upon the Client's request even if the conditions set out in paragraphs (ii) and (iii) above are not met.

1.4.7 No right to refund under an authorized Payment Transaction

The Client is not entitled to request a refund under clause 1.4.6 of the Technical Conditions if:

- (i) he or she has given consent to the Payment Transaction directly to the Bank and, at the same time,
- (ii) where applicable, information on the exact amount of the Payment Transaction was provided or made available to the Client by the Bank or the Recipient at least 4 (four) weeks before the moment of acceptance of the Payment Order.

1.4.8 Revoked consent to a Payment Transaction

The Client, as the Payer, may revoke the consent to a Payment Transaction as long as he or she can revoke the Payment Order for such Payment Transaction. Consent to direct debit cannot be revoked after the end of the Operating Hours before the date agreed by the Payer and Recipient as the date when the Payment Transaction amount is to be debited from the Payer's Account. The Payer's consent to a Payment Transaction for which the Recipient gives the Payment Order cannot be revoked after the Payer has provided his or her consent to the Recipient.

1.4.9 Inability to revoke consent to a Payment transaction

The Client is not entitled to revoke consent to any Payment Transaction in which the Bank acts as the Recipient and the Client as the Payer and the execution of which results in the settlement of any receivable of the Bank from the Client or a party in whose favour the Client provided security. The Client is not entitled to revoke consent to a Payment Transaction under this provision of the Technical Conditions as of the moment when the Agreement, on the basis of or in connection with which the receivable may arise, particularly a credit Agreement, Account Agreement and security Agreement, is concluded.

1.4.10 Time limits for execution of Payment Transactions

The Client and the Bank agree on time limits for the execution of Payment Transactions as well as cut-off times by which Payment Orders are to be delivered to the Bank, all by means of the Information on Payment Deadlines. In the case of certain Payment Transactions and currencies, the Bank allows the Client to determine, through selected communication channels, that he or she requires the Payment Order to be executed in a shorter time than the regular maximum time limits for executing the Payment Transaction; the shorter time limits are also agreed by means of the Information on Payment Deadlines. In the event of such a request by the Client, the Bank shall execute the Payment Transaction within the agreed shorter time limit. In the event that the Client submits an immediately due Payment Order along with a request to execute the Payment Transaction within the shorter time limit to the Bank after the specified cut-off time, the Bank shall agree with the Client on how it shall execute the Payment Order and, if this is not possible or no agreement is reached, the Bank shall refuse the Payment Order.

1.4.11 Information prior to executing a Payment Transaction

The Client acting as the Payer may request the Bank, prior to the execution of the Payment Transaction for which the Client gives the Payment Order, to communicate the maximum time limit to execute the Payment Transaction and the fee that the Client is obliged to pay for the execution of the Payment Transaction, all through the Information Contacts.

1.4.12 Information after executing a Payment Transaction

The Bank shall make available to the Client information about the Payment Transaction after it has been executed without undue delay via the Direct Banking Services, namely Internet Banking as part of the Payment Transaction history overview. This overview allows for saving the information about Payment Transactions for storage and further use. If the Internet Banking service is not available to the Client, the information about the Payment Transaction is available to the Client after it has been executed through similar direct banking services that he or she may have arranged with the Bank. If the Client has not arranged any such service with the Bank, the Bank will make the information about the Payment Transaction available to the Client after it has been executed through the Business Locations. In addition to the above-mentioned procedure, the Bank also sends information about Payment Transactions to the Client, for example, by means of Account statements along with other information on the Banking Services provided.

1.4.13 Notification of an unauthorized or incorrectly executed Payment Transaction

The Client is obliged to familiarize himself or herself with the information about an executed Payment Transaction immediately after the Bank makes the information available to him or her, and if the Client finds any discrepancy or believes that the Payment Transaction has not been executed correctly or has not been duly authorized by him or her if the Client is the Payer, he or she shall immediately notify the Bank of such findings. The Client will do so via the Information Contacts or Business Locations. If the Client fails to notify the Bank of such a finding within the aforementioned period, however no later than within 13 months after the amount of the Payment Transaction has been debited from his or her Account, and the Bank subsequently objects that the Client's notification is late, the court or another competent authority shall not award the right to remedy the unauthorized or incorrectly executed Payment Transaction to the Client.

1.4.14 Refund of the Payment Transaction amount to another Payment Service provider

Where another payment service provider or the Recipient requests the return of Funds already credited to the Client's Account, and unless it is a correcting settlement between banks, the Bank is entitled, upon agreement with the Client, to return the Funds in the amount in which they were remitted to the Bank as part of the Payment Transaction to be credited to the Client's Account, and to return such to the Payer's account, from which they were remitted. The Client is obliged to pay fees to the Bank as if the returned Funds were a single Payment Transaction executed at the Client's initiative. In the event that the currency in which the Client's Account is maintained and the currency of the payment made to the Bank as part of the Payment Transaction are not identical, the Bank shall apply the exchange rate specified in the Exchange Rates List on the date when the currency conversion associated with the refund occurs. The Bank shall thus deduct enough Funds from the Account to pay, at the current exchange rate, to the payment service provider requesting the refund an amount corresponding to the amount remitted to the Bank to be credited to such Account. If the Account shows insufficient balance, the Bank is not obliged to return the Funds in this manner.

1.4.15 Special conditions for making a Payment Transaction on a Multi-Currency Account

Despite the general presumption of acceptance of a Payment Order, this being a sufficient Available Balance of the Account from which the Payment Order is to be executed, the following restrictions apply in relation to Multi-Currency Account in accordance with Article 1.3.2 of the Technical Conditions.

If there are insufficient Funds in the relevant active currency folder of the Multi-Currency Account to execute a Payment Order by which the Client instructs to make a payment in the currency of such currency folder and to pay the fee associated with the Payment Transaction, the Bank is entitled to refuse such Payment Order, even if there are sufficient Funds in another currency folder of the same Multi-Currency Account. The preceding sentence shall apply by analogy to a Payment Order in a currency for which there is no active currency folder in the Multi-Currency Account, if the main currency folder of the Multi-Currency Account shows insufficient Funds to execute the Payment Transaction and to charge the fee associated with the Payment Transaction.

1.4.16 Bank's assistance with placing a Payment Order

If the Client asks the Bank for assistance with placing an electronic Payment Order, the Bank's staff shall provide such service to the Client via Business Locations or Telephone Banking. In such case, the staff shall inform the Client about the data required for the Payment Order to be accepted by the Bank and the appropriate fields of electronic forms to be completed with such data. If requested, the staff shall also complete the electronic form. In doing so, the staff shall exclusively rely on information submitted by the Client. Prior to expressing his or her consent to execute the Payment Transaction, the Client is obliged to duly check whether the data contained in the Payment Order match the intention to be fulfilled thereby and the data available to the Client for placing the Payment Order. Provision of the service is subject to a fee as particularly agreed in the applicable Pricelist of products and services. The fee is due and payable if the Client authorizes the relevant Payment Order in a manner agreed with the Bank.

1.5 Payment Tools

1.5.1 Security of Payment Tools

If the Bank and Client agree on a service consisting of issuing and maintaining a Payment Tool (e.g. a Payment Card or Direct Banking Service), the Client is obliged to take all reasonable measures to protect the Personalized Security Elements and to report the loss, theft, abuse or unauthorized use of the Payment Tool immediately upon discovery.

The reporting method is agreed between the Client and the Bank in the relevant Agreement or in the Product Conditions forming part thereof. Upon request, the Bank shall provide the Client with a document establishing that he or she has reported the fact.

To avoid any damage and to handle the Payment Tools and data that can be used to make a Payment Order or express consent to execute a Payment Transaction with care, the Client is required to prevent third parties from using or acquainting themselves with the details of the Payment Tools and Electronic Identification Tools, unless they are explicitly authorized to do so as agreed between the Bank and Client. If the Client cannot prevent the disclosure of such details to third parties due to the circumstances in which the Payment Tool is usually used, he or she is obliged to act in a manner to at least limit the disclosure of such details to third parties. The Client is also required to prevent the notification or disclosure of Personalized Security Data to third parties and to act accordingly with respect to other tools and details that allow to make a Payment Order, authorize Payment Transactions or give the Bank other Instructions or consent in connection with the provision of Payment Services, even with regard to details and tools that are not related to the Payment Tools. Should the Client breach such obligation, such conduct is considered a material breach of the relevant Agreement and may lead to the conclusion of gross negligence on the part of the Client.

1.5.2 Payment Tool blocked at the Bank's initiative

The Bank is entitled to block a Payment Tool for reasons of security of the Payment Tool, in particular when suspecting unauthorized or fraudulent use of the Payment Tool or a significantly increased risk that the Client will be unable to repay a credit or loan that can be drawn using the particular Payment Tool. The Bank shall inform the Client of any blocking of a Payment Tool and, if possible, of the reasons for it, by telephone, by a message transmitted via an Electronic Channel or in writing, unless it is prevented by legal regulations or unless such information would frustrate the purpose of blocking the Payment Tool.

1.6 Fees, reimbursement of cost

1.6.1 Additional costs of the Bank

If, in connection with the provision of a Banking Service that is a Payment Service, the Bank incurs additional costs as a result of expenses associated with the participation of other banks or payment service providers in the provision of the service, the Client is pay such as well. This applies, for example, to situations where the data of the Payment Order are not correctly stated or show other discrepancies for which the Recipient's bank requires reimbursement of increased costs associated with the execution of the Payment Transaction or associated with additional communication with the Bank or, indirectly, the Client as the Payer. Similarly, the Client is obliged to pay the fees associated with the participation of other banks in the execution of the Payment Transaction in the case of OUR Fee Type for an outgoing Payment Transaction or BEN

Fee Type for an incoming Payment Transaction, in cases where it is possible to specify such a Fee Type (however, in the case of an incoming Payment Transaction, the Bank always applies the Fee Type forwarded by the Payer's payment service provider). Thus, the amount of fees for the provision of certain Banking Services agreed and stated in the Pricelist does not have to be final.

1.6.2 Settlement of fee from the amount of an incoming Payment Transaction

The Client is aware that the Bank may deduct the fee for the provision of the Banking Service from the amount of Funds to be credited to the Account as part of the Payment Transaction.

1.6.3 SHA Fee Type

Only SHA Fee Type is applicable to Payment Transactions where the payment service providers of both the Payer and Recipient are located in an EEA Country when the Payment Transaction is executed. If the Client provides an Instruction to apply a different Fee Type in the Payment Order to execute such a Payment Transaction, the Bank shall not refuse the Payment Order, but shall execute it by applying SHA Fee Type.

However, in the case of a special agreement between the Bank and Client, the application of OUR Fee Type may also be determined for the above-mentioned Payment Transactions.

1.7 Exchange rates

1.7.1 Reference exchange rates

In the Exchange Rates List, the Bank is entitled to announce foreign exchange rates determined by the Bank based on the current market situation as well as the conditions for the application of such exchange rates. For the purposes of Agreements on Payment Services, the exchange rates specified in the Exchange Rates List are reference exchange rates that the Bank is obliged to publish no later than immediately before a particular currency exchange is made. Based on the current market situation, the Bank is entitled to change the Exchange Rates List unilaterally and without prior notice and to publish the changes in an Appropriate Manner without undue delay, in particular by publishing the Exchange Rates List on the Public Website. Unless otherwise agreed, the exchange rate used by the Bank for a particular currency exchange is equal to the reference exchange rate contained in the current Exchange Rates List. For the conversion, the Bank shall always use the exchange rate according to the Exchange Rates List applicable at the time of processing the sale or purchase of the Funds by the Bank.

1.7.2 Application of exchange rates

The Bank sells Funds in foreign currency to the Client in cash at the "Sale" or "We Sell" cash exchange rate (hereinafter referred to as "We Sell") and purchases cash in foreign currency at the "Purchase" or "We Buy" cash exchange rate (hereinafter referred to as the "We Buy"). If it is not a Cash Payment Transaction, the Bank sells Funds in foreign currency to the Client at the "Sale" or "We Sell" non-cash exchange rate and purchases Funds in foreign currency at the "Purchase" or "We Buy" non-cash exchange rate; the same rule applies in the case of conversion of fees from CZK to the currency of the account from which the fees are debited. If the currency of the Payment Transaction and the currency of the Account from or to which the Payment Transaction is to be debited or credited are different and neither of the currencies is CZK, then:

- (i) the amount of the incoming Payment Transaction currency will be converted to CZK at the „We Buy“ non-cash exchange rate

and the amount in CZK will then be converted to the currency of the Account using the „We Sell“ non-cash exchange rate,

(ii) the amount of the outgoing Payment Transaction currency will be converted to CZK at the „We Sell“ non-cash exchange rate and the amount in CZK will then be converted to the currency of the Account using the „We Buy“ non-cash exchange rate.

However, in relation to a specific Payment Transaction or group of Payment Transactions, a different rule may also be laid down to determine the exchange rate to be used for currency conversion.

1.7.3 Exchange rate surcharge

In connection with the exchange of currencies, the Client is obliged to pay the Bank a surcharge, identified as the exchange rate surcharge. The amount of the exchange rate surcharge is agreed between the Bank and Client in the Pricelist; if not agreed, the amount of the exchange rate surcharge is zero. The amount of the exchange rate surcharge is set as a percentage of the „Middle“ exchange rate for the currency of the Payment Transaction announced in the Exchange Rates List. The resulting exchange rate is then determined for the amounts of Payment Transactions by increasing the „We Sell“ rate by the value of the exchange rate surcharge and reducing the „We Buy“ rate by the value of the exchange rate surcharge.

1.7.4 Exchange services – RB Exchange („RB směnárna“)

Through selected Direct Banking Services, the Client may arrange for a possible currency exchange between the particular currency folders of the Multi-Currency Account on the terms set out below. The service is called „RB Exchange“ („RB směnárna“) and is available to selected Client groups.

An Instruction to exchange currencies between currency folders of a Multi-Currency Account within the RB Exchange service can be submitted via Mobile Banking only, provided that one of the currency folders of the account and currencies exchanged must be CZK. Currency exchanges are executed through RB Exchange on the basis of the middle exchange rate announced in the Exchange Rates List and adjusted by 0.5% (increased if the Bank sells foreign currency to the Client or reduced if the Bank buys foreign currency from the Client). The total maximum volume of foreign exchanges executed by the Client in RB Exchange in a calendar month is 40,000 CZK. Exchange transaction exceeding the volume shall be executed according to the applicable foreign exchange rates announced in the Exchange Rates List to buy or sell foreign exchange. RB Exchange is provided to the Client for a fee set in the applicable Pricelist.

1.8 Liability in the provision of Payment Services, prevention of damages

1.8.1 Bank's Liability for unauthorized Payment Transactions

The Bank shall immediately, no later than the next business day after the Client notified it of an unauthorized transaction or the Bank has detected it, restore the Payment Account to the state in which it would have been if the unauthorized Payment Transaction had not been executed. If such a procedure is not possible, it shall make the Payment Transaction amount, the paid fees and interest, if any, available to the Client. The Bank is not obliged to do so within the specified period if it reasonably believes that the Client has acted fraudulently, and shall communicate this fact and the reasons in writing to CNB. If the Client is liable for the unauthorized Payment Transaction in full or in part under Article 1.8.2 of the Technical Conditions, the procedure described above shall not apply. The Bank's

liability under this provision of the Technical Conditions shall also apply to Payment Transactions made on the basis of an Indirectly Given Payment Order.

1.8.2 Client's liability for unauthorized Payment Transactions

The Client, acting as the Payer, shall bear the loss from an unauthorized Payment Transaction in full if the loss arises as a result of his or her fraudulent conduct or wilful breach of or gross negligence with regard to his or her obligations specified in Article 1.5.1 of the Technical Conditions or obligations imposed to prevent the abuse and ensure security of a Payment Tool or to notify its loss, theft or abuse or unauthorized use in an agreement relating to the issue and maintenance of such Payment Tool or the relevant Product Conditions. The Client shall only bear the loss from the unauthorized Payment Transaction up to an amount equal to 50 EUR if the loss arises from the use of a lost or stolen Payment Tool or abuse of the same. The Client shall not bear the loss under the paragraph above if the Client has not acted fraudulently and provided that the Client has been unable to detect the loss, theft or abuse of the Payment Tool prior to the execution of the Payment Transaction or if the loss is a result of the Bank's actions. Also, the Client shall not bear the loss under the paragraph above if the Client has not acted fraudulently and the loss has been incurred after reporting the loss, theft or abuse of the Payment Tool, or due to the fact that the Bank has not provided appropriate means to report the loss, theft or abuse or unauthorized use of the Payment Tool. Furthermore, the Client shall not bear the loss under the paragraph above if the Bank has not required strong authentication of a Payment Service user, if such an obligation is imposed upon it under the Payment System Act.

1.8.3 Bank's liability for incorrect execution of Payment Transactions

A Payment Transaction is executed correctly in relation to the Recipient if it is executed in accordance with the Recipient's Unique Identifier, even if the Client has provided the Bank with additional information about the Recipient.

The Bank is obliged to correct an incorrectly executed Payment Transaction against the Client as the Payer if it fails to establish, also towards the Recipient's payment service provider, if applicable, that the amount of the Payment Transaction has been credited to the account of the Recipient's payment service provider. The Bank is obliged to correct an incorrectly executed Payment Transaction also in relation to an Indirectly Given Payment Order, even if the Payment Transaction has been made in conflict with the Indirectly Given Payment Order submitted by the Client to another payment service provider, although it has been executed in accordance with the contents of the Payment Order submitted to the Bank by such other payment service provider. The Bank is not obliged to proceed in the manner described above in the event of a Payment Order initiated by the Recipient or by the Payer through the Recipient if the Payment Order has not been submitted to the Bank by the Recipient's payment service provider.

If the Bank is liable for an incorrectly executed Payment Transaction and the Client, acting as the Payer, informs the Bank in person via a Business Location or through the Information Contacts designated for telephone communications that he or she does not insist on executing the Payment Transaction, the Bank shall promptly restore the Client's Payment Account to the state as if the Payment Transaction amount had not been debited.

If such a procedure is not possible, the Bank shall make the Payment Transaction amount, the paid fees and interest, if any, imme-

diately available to the Client. Such a procedure is mandatory for the Bank only in relation to the amount that has not been credited to the Account of the Recipient's payment service provider prior to the Client's notification, provided that the Bank demonstrates that such amount has been credited.

If the Client does not state that he or she does not insist on executing the Payment Transaction or expressly states that he or she insists on executing it, the Bank shall immediately ensure that the amount of the incorrectly executed Payment Transaction is credited to the account of the Recipient's payment service provider and will restore the Client's Payment Account to the state in which it would have been if the Payment Transaction had been executed correctly.

If this is not possible, the Bank shall make the incorrectly paid fees and lost interest available to the Client.

If the Bank is liable for an incorrectly executed Payment Transaction towards the Client acting as the Recipient, it shall immediately restore the Payment Account to the state in which it would have been if the Payment Transaction had been executed correctly. If such a procedure is not possible, the Bank shall make the Payment Transaction amount, the paid fees and interest, if any, available to the Client.

1.8.4 Maximum Spending Limits

In connection with the security of Payment Transactions and the prevention of abuse of particularly the Payment Tools agreed between the Bank and Client, the Bank is entitled to set Maximum Spending Limits. Such Maximum Spending Limits may be set in relation to specific Payment Tools, Personalized Security Elements or the manners how the Client authorizes Payment Orders or direct debit consents. The Maximum Spending Limits are set primarily by means of the Technical Conditions or other Product Conditions, as applicable. If necessary, Maximum Spending Limits may also be set by the Bank in another Appropriate Manner. Although the Maximum Spending Limits are usually agreed between the Bank and Client, the Bank is also entitled to set or change the Maximum Spending Limits unilaterally in the case of risk of damage to the Client and to inform the Client in an Appropriate Manner about the measures taken, in particular by means of the Electronic Box, e-mail or via the Public Website.

1.8.5 Limits on Payment Transaction amounts

Through the relevant Agreements on Payment Services or Signature Specimen or Product Conditions forming part thereof, the Client and the Bank may agree to limit the amounts of Payment Transactions usually executed by the Bank over a certain period.

The Bank is entitled to refuse a Payment Order that would exceed such a limit. The limitation of the Payment Transaction amount may also apply to a particular method of submitting a Payment Order or a specific Payment Transaction for which a Payment Order is submitted. Such limitations generally apply to Payment Tools, but may also apply to other methods of submitting Payment Orders.

1.8.6 Obligations of the Client's Signatories

The Client is obliged to ensure that the Signatories are always properly familiarized with the GBC, Product Conditions, Technical Conditions, Agreement and other documents relating to the Account and regulating the conditions for the provision of the agreed Payment Services, and duly comply with the obligations thereby assumed by the Client. Instructions given by the Signatory are deemed to be the Client's Instructions.

1.8.7 Correcting settlement

If, when executing a Domestic Payment Transaction, the Bank causes an error in the amount of the Payment Order or its Recipient, it is obliged to correct such error by means of correcting settlement and reconcile it with the submitted Payment Order. If the error is made by another bank of the Payer when executing a Domestic Payment Transaction, the Bank is entitled to dispose of the Funds on the Account of the Client being the Recipient in a way to comply with the Payment Order submitted by the Payer.

1.8.8 Circumstances excluding liability on the part of the Bank

In the event that the fulfilment of the Bank's obligation in respect of an agreed or provided Payment Service has been prevented by a circumstance which is unusual and independent of the Bank's will and the Bank could not have averted the consequences thereof, the Bank shall not be liable for the failure to fulfil the relevant obligation. In particular, the Bank cannot expect and influence the functioning of the payment systems through which the settlement of the Payment Transaction takes place and in the operation of which the Bank does not participate.

1.9 Special arrangements for certain Payment Transactions and/or Payment Services agreed with Clients who are not Consumers

1.9.1 Payment Transactions executed within the EEA Countries but in currencies of other countries

In the case of Payment Transactions executed between the Bank and a payment service provider in any of the EEA Countries, but where the Payment Transaction currency is not a currency of an EEA Country, the following differences apply compared to the conditions for providing Payment Services stipulated in the Agreement between the Client and Bank and, if applicable, the Payment System Act (however, some deviating rules for such Payment Transactions are stipulated by the Payment System Act alone):

- (i) the Bank is not obliged to inform the Client about the maximum time limit for executing a Payment Transaction, even during the term of the Agreement,
- (ii) the time limits that may be agreed for such Payment Transactions in which the Client acts as the Payer determine the time in which the Bank is obliged to ensure that the Payment Transaction amount is credited to the account of the first correspondent bank involved in the execution of the Payment Transaction,
- (iii) the Bank is not obliged to ensure that the Payment Transaction amount is transferred in full, without any deductions, by all participating providers.

1.9.2 Payment Transactions executed by the Bank as the sole Payment Service provider in EEA countries

In the case of Payment Transactions executed by the Bank acting as the sole Payment Service provider of the Payer or Recipient in EEA Countries, the following differences apply compared to the conditions for providing Payment Services stipulated in the Agreement between the Client and Bank and, if applicable, the Payment System Act (however, some deviating rules for such Payment Transactions are stipulated by the Payment System Act alone):

- (i) the Bank is not obliged to inform the Client about the maximum time limit for executing a Payment Transaction, even during the term of the Agreement,
- (ii) a Payment Order may be placed with any Fee Type,
- (iii) the Bank is not obliged to provide information on the return of

an authorized Payment Transaction for which a Payment Order has been placed by the Recipient or the Payer through the Recipient; also, the Client is not entitled to request refund of the amount of such Payment Transaction,

- (iv) the Bank is not obliged to ensure that the Payment Transaction amount is transferred in full, without any deductions, by all participating providers,
- (v) the time limits that may be agreed for such Payment Transactions in which the Client acts as the Payer determine the time in which the Bank is obliged to ensure that the Payment Transaction amount is credited to the account of the first correspondent bank involved in the execution of the Payment Transaction.

1.9.3 Payment Services agreed with Clients who are not Consumers

If a Client who is not a Consumer is a party to the Agreement concluding the Payment Service, the following differences shall apply between the Client and Bank compared to the conditions for providing the Payment Services stipulated in the Agreement or Payment System Act:

- (i) the Bank is also entitled to claim a fee for the fulfilment of obligations imposed upon it by the Payment System Act, if it has agreed the amount of such fee with the Client,
- (ii) the Bank is not obliged to provide or make available information to the Client prior to the conclusion of the Agreement on Payment Services or during its term; the Bank shall provide the Client with information about the Payment Services, particularly about the executed Payment Transactions, similarly as to other Clients or in any other Appropriate Manner agreed with the Clients or, if applicable, determined by the Bank,
- (iii) in the event of termination of the Agreement on Payment Services, the Bank is entitled to the fee for the provision of the Payment Services for the entire period for which it was paid,
- (iv) the Bank is not obliged to provide information on the return of an authorized Payment Transaction for which a Payment Order has been placed by the Recipient or the Payer through the Recipient; also, the Client is not entitled to request refund of the amount of such Payment Transaction,
- (v) the Bank is not obliged to fulfil the obligation to provide evidence concerning the authentication of the Payment Transaction, its recording, accounting and the ruling out of a technical failure or other defects if the Client claims an unauthorized or incorrectly executed Payment Transaction,
- (vi) if an unauthorized transaction occurs due to the loss, theft or abuse of a Payment Tool, the Client, acting as the Payer, shall bear such loss in its entirety, except for when the loss is incurred after the Client reported the loss, theft or abuse of the Payment Tool to the Bank,
- (vii) in the event of an incorrectly executed Payment Transaction, the Bank shall be liable for the situation if the amount of the Payment Transaction corresponding to the Payment Order and the agreed contractual conditions has not been credited to the account of the Recipient's payment service provider. If the Bank executed a Payment Transaction in accordance with an Indirectly Given Payment Order accepted by it, it shall not be liable for incorrect execution of the Payment Transaction, even if there has been a discrepancy in contents between the accepted Payment Order and the Payment Order submitted by the Client to the service provider of the Indirectly Given Payment Order.

When correcting the Payment Transaction, the Bank is not obliged to proceed in the manner stipulated by the Payment System Act. With regard to detected incorrectness of an executed Payment Transaction, the Client and Bank shall agree on the remedy in a manner that meets the Client's needs and, taking into account the circumstances of the case, a manner that may be reasonably required from the Bank. Liability for any damage on the part of the Bank is not affected thereby.

2.1 Domestic payments (execution of Domestic Payment Transactions)

2.1.1 Variants of Payment Orders for Domestic Payment Transactions

The Bank accepts the following Payment Orders to execute Domestic Payment Transactions:

- (i) Single Payment Order for Outgoing Credit Transfer; it may be submitted to the Bank through certain communication channels as a single or batch order.
Batch Payment Orders are processed as a set of single Payment Orders. If the Available Balance of the Account is not sufficient to execute all payments, only items of the batch Payment Order up to the amount of the Available Balance are settled. The Bank is entitled to choose the order of execution of the single Payment Orders at its own discretion.
- (ii) Direct debit order; it is given to the Bank by the Client acting as the Recipient to transfer Funds to the credit of the Client from the Account of the Payer held with the Bank or from the Payer's account held with another bank. The conditions for accepting such a Payment Order are verified by the Payer's bank.
- (iii) Standing order; it includes the execution of a series of Payment Transactions of the same amount to the same Recipient at a frequency determined by the Client acting as the Payer according to the Bank's current commercial offer.
- (iv) Automatic Balance Transfers (referred to as Intelligent Savings): it is a Payment Order for an Outgoing Credit Transfer whereby the execution of Payment Transactions maintains the balance of the specified Account in the specified amount.
- (v) Single Payment Order for Instant Payment: it may be submitted via Internet Banking or Mobile Banking in favour of Recipients whose banks accept Instant Payments, provided that the respective amount must not exceed 400,000 CZK. The Bank is entitled to reduce the maximum amount of the Instant Payment limit, in particular by following the procedure set out in clause 1.8.4 of the Technical Conditions. Information about the currently applicable maximum Instant Payment limit is available on the Public Website. If the said prerequisites are met, the Bank will execute a Payment Order as an Instant Payment, unless it is authorized to refuse it.
If the Bank is entitled to refuse the Payment Order for Instant Payment and refuses it, it shall also ensure its execution within the time limit for a standard Payment Order, if the conditions for its acceptance and execution are met. However, the Client may rule out such procedure of the Bank by instructing it to solely execute the Payment Order as an Instant Payment. The above does not apply to Indirectly Given Payment Orders, in which case the Bank refuses the Payment Order for Instant Payment if the conditions for execution are not met.

2.1.2 Mandatory particulars of a Payment Order for a Domestic Payment Transaction

A Payment Order must include the following mandatory particulars (if missing or incorrect or illegible, the Bank is entitled to refuse the Payment Order):

- (i) indication whether it is a Payment Order for an Outgoing Credit Transfer or Payment Order for direct debit;
- (ii) Payer's Unique Identifier,
- (iii) Recipient's Unique Identifier,
- (iv) numerically expressed amount of the Payment Transaction,
- (v) indication of CZK as the currency; if the currency is not stated and it is clear that the Client intends to place a Payment Order for a Domestic Payment Transaction, the Payment Transaction shall be executed in CZK; otherwise the Bank is entitled to refuse the Payment Order,
- (vi) the Client's authorization.

In addition to the required Payment Order particulars agreed between the Bank and Client, the Client may be obliged to state additional information for certain Payment Orders (such as in connection with the nature of the Funds in the Account or the Recipient or Payer); such additional information may include the purpose of the Payment Transaction (such as in connection with special accounts of political parties and political movements). The Bank is not responsible for the Client's compliance with such obligations of the Client and does not check such compliance.

2.1.3 Optional particulars of a Payment Order for a Domestic Payment Transaction

A Payment Order may also include:

- (i) constant symbol (the Client may not indicate symbols that are reserved for transactions other than Client payments, in particular 5, 6, 51, 1178, 2178, 3178; if the Client indicates such, the Bank is entitled to refuse the Payment order);
- (ii) variable symbol;
- (iii) specific symbol, where the symbols referred to in paragraphs (i) to (iii) of this point of the Technical Conditions are numerical data containing no more than ten (10) solely numeric characters;
- (iv) maturity date (due date) of the Payment Order, being the date when the moment of acceptance of the Payment Order is to occur; if not indicated, the moment of acceptance occurs after all the conditions agreed as prerequisites for its execution are met. In the case of a standing order for an Outgoing Credit Transfer or direct debit, the maturity date shall not occur earlier than on the Banking Business Day following the date of delivery of such Payment Order to the Bank. If an earlier maturity date is specified, the Bank shall execute the Payment Order as if the maturity date had not been indicated by the Client.

In the case of a Payment Order for an Outgoing Credit Transfer or direct debit submitted to the Bank on paper, deferred maturity of the Payment Order may not exceed 30 days from the date of delivery of the Payment Order to the Bank. If the Client indicates deferred maturity in conflict with this limitation, the conditions for accepting the Payment Order are not met and the Bank is entitled to refuse the Payment Order.

2.1.4 Methods of submitting Payment Orders for Domestic Payment Transactions

A Payment Order will be accepted by the Bank if it is submitted to the Bank in any of the following manners:

- (i) by electronic means of communication, where such a method of delivery must be agreed between the Client and Bank in the Agreement (usually the Payment Tool Agreement); without such a concluded Agreement, the Bank is entitled to refuse the Payment Order submitted by electronic means of communication, e.g. by e-mail. In cases requiring special consideration, the Bank is also entitled to execute a Payment Order submitted by electronic means of communication for which no Agreement has been concluded between the Bank and Client, yet which allow for identifying the originator and sender of the Payment Order to a degree of reliability accepted by the Bank; this also applies with regard to whether the Instruction submitted contains all the mandatory particulars of a Payment Order expressed by the Client explicitly or arising from its contents and whether or not the Bank may have reasonable doubts as to whether the sender is actually the originator of the Instruction and is entitled to submit it to the Bank.
The Client submits the Payment Order to the Bank by electronic means of communication in the form of remote transmission of the Payment Order data, delivery of Payment Order data carriers or in a telephone call. The types of Payment Orders that the Client may submit to the Bank in this manner depend on the Bank's current commercial offer for particular electronic communication means.
- (ii) If the Bank and Client concluded an agreement on the price for processing Payment Orders presented on paper, the Client is entitled to submit to the Bank Payment Orders on paper via Business Locations (by handing it over to the staff of the Bank). Payment Orders on paper shall be solely submitted on the Bank's forms designated for such purpose. Where a Payment Order is not prepared by the Client in this manner, the Bank is entitled to refuse the Payment Order. The following limitations apply to Payment Orders submitted on paper: A Payment Order for an Outgoing Credit Transfer of an amount exceeding 100,000 CZK submitted via Business Locations (to the Bank's staff) must be signed by the Client before an employee of the Bank in accordance with the Client's Signature Specimen. In cases requiring special consideration, the Bank may also realize a Payment Order for an Outgoing Credit Transfer presented on paper, which is not executed on the Bank's form or is submitted to the Bank otherwise than explicitly agreed, or is for a higher amount than specified for the particular presentation method, while taking into account the circumstances of the case, whether the Payment Order meets all mandatory particulars specified by the Client explicitly or arising from the content of the Client's Instruction, and provided that the Bank cannot have reasonable doubts as to whether the sender is in fact the originator of the Instruction and is authorized to instruct the Bank. The Client shall submit a Payment Order on paper to the Bank solely via Business Locations designated to attend the client group to which the Client belongs (for example, businesses and legal entities will be rendered assistance at Business Locations designated to attend them and identified as corporate centres). Information about the availability of service for particular client groups at a Business Location can be obtained, for example, on the Public Website.
- (iii) In the event that the Client and Bank conclude a relevant agreement, the Client may also submit Payment Orders to the Bank in the manner provided for in such an agreement.

(iv) However, in the case of Payment Orders for the below Payment Transactions, such Payment Orders may be submitted only in paper form via a Business Location of the Bank due to the method used by the Bank to process them. These are Payment Transactions for payments of applicable multiples of the subsistence minimum to the Account Holder, if a receivable under the Account is subject to enforcement of judgment or if the case concerns disposition with the relevant portion of the balance of the Account that is subject to enforcement of judgment due to a debt of the spouse of the Account Holder, all if the statutory requisites for payments of such amounts are met. Also, these include Payment Transactions settling the full or partial amount of debt enforced under an execution order from Funds in an Account that is subject to enforcement of judgment, all prior to that issued execution order coming into legal force. However, a Payment Order for such Outgoing Credit Transfer may only be made to the credit of an account of the executor who has issued the execution order against a receivable under the Account.

2.1.5 Direct debit from the Account

The Bank will execute a received Payment Order for direct debit to the debit of the Client's Account only if the Client's consent to direct debit persists, the amount of the Payment Order is within the limit allowed by the Client's consent and the Account shows a sufficient Available Balance.

If the other conditions for executing a direct debit Payment Order are met, except for the sufficient Available Balance of the Account, the Bank is entitled to execute the direct debit Payment Order even after the date when the above conditions were met, however within five (5) Banking Business Days. If on the fifth Banking Business Day following receipt of the direct debit Payment Order the Account still shows insufficient Available Balance, the Bank shall refuse the direct debit Payment Order.

In the case of direct debits executed within the Direct Debit – SIPO service, the relevant routing number determining the linked payments to be collected in relation to such routing number may be assigned to one Client Account only.

In the case of consent to direct debit within the Direct Debit – SIPO service, it does not have to contain all the particulars of a direct debit consent pursuant to Article 1.4.4 of the Technical Conditions, but above all it must include the limit of the total amount of the direct debit, the relevant routing number and the date as at which the direct debit is to be executed via the Direct Debit – SIPO service at the earliest.

2.1.6 Partial execution of a Payment Order

If the method of making a Payment Order and submitting it to the Bank expressly allows the Client to determine whether the Bank should execute the Payment Transaction from at least part of the Funds available on the Account at the time of acceptance of the Payment Order, the Bank shall execute the Payment Transaction from the available Account balance up to the amount of the Payment Transaction. In the event that the execution of a Payment Order as a result of the Client's request and the available Funds in the relevant Account involves the execution of multiple partial Payment Transactions, each of the Payment Transactions shall be subject to the corresponding fee agreed for the execution of such Payment Transaction.

3.1 Foreign payments (execution of Foreign Payment Transactions)

3.1.1 Variants of Payment Orders for Foreign Payment Transactions

The Bank accepts the following Payment Orders to execute Foreign Payment Transactions:

- (i) Single Payment Order to execute a SEPA Outgoing Credit Transfer; it is a Payment Order for an Outgoing Credit Transfer in EUR, however only between banks participating in the SEPA Credit Transfer scheme. Information about the participating banks is available to the Client via the website of the European Payment Council (EPC). The Payment Order may not contain any special instructions for the processing of the Payment Transaction. The Bank will execute the Payment Transaction as a SEPA Outgoing Credit Transfer as soon as the above prerequisites regarding Payment Orders are met.
- (ii) Single Payment Order to execute a Foreign Payment Transaction; it is a Payment Order for an Outgoing Credit Transfer in CZK or another currency to a Recipient whose Payment Service Provider operates outside the Czech Republic or a Payment Order for an Outgoing Credit Transfer in a currency other than CZK to a Recipient whose Payment Service Provider operates in the Czech Republic.
- (iii) Single Payment Order for a Foreign Payment Transaction executed within the Bank (intra-bank foreign currency payment); it is a Payment Order for an Outgoing Credit Transfer between two Accounts in a currency other than CZK; also, it is a Payment Order for an Outgoing Credit Transfer in CZK between Accounts where at least the Payer's Account is maintained in a currency other than CZK.

Payment Orders for Foreign Payment Transactions can be placed in currencies according to the Bank's current commercial offer, especially those included in the Exchange Rates List. The Bank only executes Foreign Payment Transactions on the basis of single Payment Orders for Outgoing Credit Transfer initiated by the Client acting as the Payer, unless expressly agreed otherwise.

3.1.2 Incoming Credit Transfers – Foreign Payment Transactions

For the purposes of an Incoming Credit Transfer – Foreign Payment Transaction (the Client acts as the Recipient), the Bank shall execute the Payment Transaction to the credit of the Account provided that the Client's Account number and the name and surname of the Client or, if the Client is a legal entity, the name of the Client are specified in the data of the Payment Transaction provided by the Payer's payment service provider. In the event of discrepancies in such details of the Payment Transaction or in the event of missing information about the Client's name or surname, the Bank is not obliged to credit the Payment Transaction amount to the Account due to doubts as to whether it is intended for the Client, all until the discrepancies are clarified or the missing information is provided. If the discrepancies are not clarified or if the information is not completed, the Bank is entitled to refuse to execute the Payment Transaction.

3.1.3 Methods of submitting Payment Orders for Foreign Payment Transactions

A Payment Order will be accepted by the Bank if it is submitted to the Bank in any of the following manners:

- (i) by electronic means of communication, where such a method of delivery must be agreed between the Client and Bank in the

Agreement (usually the Payment Tool Agreement); without such a concluded Agreement, the Bank is entitled to refuse the Payment Order submitted by electronic means of communication, e.g. by e-mail. In cases requiring special consideration, the Bank is also entitled to execute a Payment Order submitted by electronic means of communication for which no Agreement has been concluded between the Bank and Client, yet which allow for identifying the originator and sender of the Payment Order to a degree of reliability accepted by the Bank; this also applies with regard to whether the Instruction submitted contains all the mandatory particulars of a Payment Order expressed by the Client explicitly or arising from its contents and whether or not the Bank may have reasonable doubts as to whether the sender is actually the originator of the Instruction and is entitled to submit it to the Bank. The Client submits the Payment Order to the Bank by electronic means of communication in the form of remote transmission of the Payment Order data, delivery of Payment Order data carriers or in a telephone call. The types of Payment Orders that the Client may submit to the Bank in this manner depend on the Bank's current commercial offer for particular electronic communication means.

If it is agreed with a Client who is not a Consumer that a Foreign Payment Transaction can also be executed by means of a batch Payment Order, the Client is obliged to submit the batch of SEPA payments to the Bank solely in the XML data format regulated by the ISO 20022 standard, provided that the Client may submit it via the MultiCash or X-Business electronic banking service.

- (ii) If the Bank and Client concluded an agreement on the price for processing Payment Orders presented on paper, the Client is entitled to submit to the Bank Payment Orders on paper via Business Locations (by handing it over to the staff of the Bank). Payment Orders on paper shall be solely submitted on the Bank's forms designated for such purpose. Where a Payment Order is not prepared by the Client in this manner, the Bank is entitled to refuse the Payment Order. The following limitations apply to Payment Orders submitted on paper: A Payment Order for an Outgoing Credit Transfer of an amount exceeding 100,000 CZK submitted via Business Locations (to the Bank's staff) must be signed by the Client before an employee of the Bank in accordance with the Client's Signature Specimen. In cases requiring special consideration, the Bank may also realize a Payment Order for an Outgoing Credit Transfer presented on paper, which is not executed on the Bank's form or is submitted to the Bank otherwise than explicitly agreed, or is for a higher amount than specified for the particular presentation method, while taking into account the circumstances of the case, whether the Payment Order meets all mandatory particulars specified by the Client explicitly or arising from the content of the Client's Instruction, and provided that the Bank cannot have reasonable doubts as to whether the sender is in fact the originator of the Instruction and is authorized to instruct the Bank. The Client shall submit a Payment Order on paper to the Bank solely via Business Locations designated to attend the client group to which the Client belongs (for example, businesses and legal entities will be rendered assistance at Business Locations designated to attend them and identified as corporate centres). Information about the availability of ser-

vice for particular client groups at a Business Location can be obtained, for example, on the Public Website.

- (iii) In the event that the Client and Bank conclude a relevant agreement, the Client may also submit Payment Orders to the Bank in the manner provided for in such an agreement.

3.1.4 Mandatory particulars of a Payment Order for a Foreign Payment Transaction

A Payment Order must include the following mandatory particulars (if missing or incorrect or illegible, the Bank is entitled to refuse the Payment Order):

- (i) Payer's Unique Identifier,
- (ii) currency of the Payer's account (the currency of the main currency folder applies if the currency is not specified under a Multi-Currency Account),
- (iii) Recipient's Unique Identifier (in IBAN format for a payment transaction to EEA Countries and in other cases, if possible), name and surname or name of the Recipient, address of the Recipient,
- (iv) country code of the Recipient,
- (v) except for Payment Transactions in EUR within EEA Countries, also identification of the Recipient's bank (BIC or, if BIC cannot be specified, the exact and full name and address of the registered office of the Recipient's bank),
- (vi) country code of the Recipient's bank,
- (vii) numerically expressed amount of the Payment Transaction,
- (viii) currency of the Payment Transaction amount,
- (ix) maturity date (due date),
- (x) Fee Type (for some Payment Transactions according to Article 1.6.3 of the Technical Conditions, only SHA Fee Type can be set and, if anything else is indicated, the Bank will execute the Payment Transaction according to SHA Fee Type),
- (xi) date and place of issue (only for Payment Orders submitted on paper),
- (xii) the Client's authorization.

In the event that IBAN and BIC are not specified in the case of Payment Transactions within EEA Countries, the Bank is entitled to charge the agreed fees or reimbursement of the costs incurred to the Client. If the currency of the Payment Order is EUR and the Recipient's payment service provider is located in an EEA Country, such authorization only applies to the Unique Identifier of the Recipient specified in the IBAN format (the Client is not obliged to specify BIC in such a case).

In the case of a Payment Order for an intrabank foreign currency payment, it is not mandatory to provide the details specified in points (iv), (v), (vi), (ix) – if the maturity date (due date) is not specified, the moment of acceptance of the Payment Order occurs on the date when the Bank receives it and when the conditions for its execution are met – and point (x) described in this provision above.

In addition to the required Payment Order particulars agreed between the Bank and Client, the Client may be obliged to state additional information for certain Payment Orders (such as in connection with the nature of the Funds in the Account or the Recipient or Payer); such additional information may include the purpose of the Payment Transaction (such as in connection with special accounts of political parties and political movements). The Bank is not responsible for the Client's compliance with such obligations of the Client and does not check such compliance.

3.1.5 Optional particulars of a Payment Order for a Foreign Payment Transaction

A Payment Order may also include:

- (i) reason for the outgoing credit transfer (information for the Recipient can be provided as well);
- (ii) place and date of issue (unless it is a Payment Order submitted on paper).

In the case of a Payment Order for a Foreign Payment Transaction carried out within the Bank, the optional data may include:

- (i) maturity date (due date),
- (ii) variable, constant and specific symbol (these are numerical details containing not more than ten [10] exclusively numeric characters, while the constant symbol is subject to the same restrictions as stipulated in Article 2.1.3 of the Technical Conditions),
- (iii) message for the Recipient.

3.1.6 Effects of correspondent relationships

In order to execute a Payment Transaction, the Bank is entitled to determine the method of such execution and to designate correspondent banks at its own discretion (even if the Client expressly designates a bank through which he or she wishes to execute the Payment Transaction).

If, due to the Bank's currently existing correspondent relationships or for reasons on the part of the Recipient's bank, it is not possible to execute a Payment Transaction in the currency specified in the Payment Order, the Bank is entitled to remit the amount of the Payment Transaction in EUR if the Recipient's payment service provider is in an EEA Country or in USD in other cases.

3.1.7 Revocation of an accepted Payment Order

The Client is entitled to revoke a Payment Order in respect of which the moment of acceptance has already occurred, however only on the condition that the amount of the Payment Transaction is still at the Bank's disposal at the time of processing the Client's request. However, the acceptance of the Client's expression of revocation of the Payment Order must take place in reasonable advance before the amount of the Payment Transaction reaches a point beyond the Bank's disposition. If the Client revokes the Payment Order and the above conditions are met, the Client is obliged to pay the Bank the fee agreed in the Pricelist. In such a case, the Bank shall immediately make the amount of the Payment Order affected by the revocation available to the Client, including any fee paid by the Client for the execution thereof, all to the credit of the Account from which the amount of the Payment Transaction has been debited. The Client shall communicate the request regarding the revocation of a Payment Order to the Bank through the Information Contacts intended for telephone communications.

3.1.8 Other services of the Bank related to Foreign Payment Transactions

At the Client's request, the Bank shall also provide the following services, for which the Client is obliged to pay the price agreed in particular through the Pricelist and, if applicable, also the costs incurred by the Recipient's bank or correspondent banks:

- (i) at the Client's request, the Bank shall request information on the status of the execution of a Payment Transaction, in particular on the delivery of the amount of the Payment Transaction at the Recipient's disposal. By accepting the Client's request, the Bank undertakes to provide cooperation to mediate contact with the Recipient's bank; however, it does not undertake to arrange for the information requested by the Client.

In the event that a Payment Transaction has been executed incorrectly and the Bank is responsible for such execution, it shall provide such cooperation to the Client who is a Consumer free of charge.

- (ii) at the Client's request, the Bank shall also mediate contact with the Recipient's bank if the Client requests refund of the Payment Order amount. In such a case, the Bank shall inform the Client about the course and outcome of the communications; however, it does not undertake to ensure the refund of the amount of the Payment Transaction. If the full Payment Transaction amount or its part is returned to the Bank and the Account to which the amount is to be credited is not maintained in the currency of the Payment Transaction, the Bank shall credit the amount to the Client's Account by applying foreign exchange rates as specified in Article 1.6. of the Technical Conditions.
- (iii) at the Client's request, the Bank shall provide the Recipient's bank with more specific or additional details regarding the original Payment Order for it to be executed (where the request for additional or more specific details of the Payment Order may be initiated by the Recipient's bank). However, as part of the service, the Bank does not assure the Client that the Recipient's bank will subsequently execute the Payment Transaction in accordance with the additional or more specific details.

4.1 Cash Payment System

4.1.1 Types of Cash Payment Transactions

Cash Payment Transactions can be carried out by means of a Payment Order for a Payment Transaction executed by:

- (i) depositing Funds in cash at the cash desk of a Business Location (to the credit of an account maintained by the Bank or as a deposit of Funds in cash to an account held with another financial institution in the Czech Republic);
- (ii) depositing Funds in cash in CZK through a deposit ATM (to the credit of the Account for which the payment card used to authorize the Payment Transaction was issued), where for this type of Payment Transactions the Bank sets limits on the amount that can be deposited at once or over a specified period of time, including the maximum number of banknotes that can be used for the deposit; as at the effective date of the Technical Conditions, the limit is 200 banknotes in the maximum amount of 350,000 CZK per deposit, while the total maximum limit for deposits via a deposit ATM is 700,000 CZK per day;
- (iii) withdrawing Funds in cash at the cash desk of a Business Location;
- (iv) withdrawing Funds in cash by a debit or credit card via an ATM or at selected merchants via Cash Back service; and
- (v) withdrawing Funds in cash from selected Accounts using a withdrawal voucher (a written voucher that must be signed by the Client in accordance with the Signature Specimen, issued for the designated person, entitling the person to withdraw the specified amount of Funds from the relevant Account of the Client).

4.1.2 Restrictions on Cash Payment Transactions

At some Business Locations, Cash Payment Transactions are not at all available or are available to a limited extent and/or during selected Operating Hours only. The limitation of the scope of Cash Payment Transactions available at a Business Location consists of

both the range of types of Cash Payment Transactions according to Article 4.1.1 of the Technical Conditions and the currencies in which Cash Payment Transactions can be executed. The information is available at Business Locations or via the Information Contacts designated for telephone communications.

In the event of cash withdrawals exceeding 100,000 CZK or an equivalent in another currency (determined at the time of the cash withdrawal request notified to the Bank according to the exchange rates announced by the Bank) or in the case of a request for a special selection of banknotes and coins, the Client is obliged to notify the Bank of this fact at least two (2) Banking Business Days in advance. If the Client fails to do so, the Bank is not obliged to pay out the requested Funds in cash. If the Client notifies the Bank of his or her request, he or she is subsequently obliged to make the requested cash withdrawal. If the Client consequently fails to collect the Funds in line with the withdrawal request notified to the Bank, the Bank is entitled to claim payment of the fee agreed in the Pricelist or to debit the fee from the Client's Account. In the case of Payment Transactions exceeding the above limit or in the case of a request for a special selection of banknotes and coins, the Bank is entitled to insist on providing a list of denominations and quantities of the banknotes.

If in connection with a Payment Order the Client plans to hand over to the Bank more than 100 coins in CZK to execute the Payment Order, the Client shall notify the Bank of such intention at least two (2) Banking Business Days in advance.

If the Client fails to do so, the Bank is entitled to refuse to accept the Payment Order that is to involve the handover of more than 100 coins in CZK.

The bank accepts banknotes of selected foreign currencies; however, it is not obliged to accept coins, except for CZK coins. Also, the Bank does not offer or pay out foreign currency coins under cash withdrawals. The Bank ensures EUR and USD cash withdrawals at Business Locations on a regular basis. Information on the availability of Funds in other currencies in which the Bank executes Payment Transactions at a particular Business Location is available to the Client through the Information Contacts intended for telephone communications or through a Business Location. When requesting the provision of Funds for a Payment Transaction at a specific Business Location, the Client shall proceed accordingly as if withdrawing Funds in excess of the above limit.

4.1.3 Liability for executed Cash Payment Transactions

Upon receipt of Funds in cash, the Client is obliged to immediately check the sum of the Funds. When depositing Funds, the Client is obliged to immediately check the all parts of the document of the Payment Order communicated to the Bank, which the Bank has issued, in particular information about the amount and currency of the deposit and the Recipient's account. If the Client fails to do so, the accepted document serves proof of the fact that the Payment Transaction has been executed in accordance with the Client's requirements. In the event that the executed Payment Transaction does not correspond to the Client's original intention, it is at the Client's expense and the Bank is not liable for any damages the Client or another party may incur as a result.

4.1.4 Altered or counterfeit cash

If it is suspected that notes or coins accepted by the Bank to deposit the corresponding value in the Account have been counterfeited or altered, the Bank shall be entitled to withhold such notes

and coins. If the value of suspect banknotes and coins has already been credited to the Account, the Bank is entitled to block the Funds on the Account corresponding to the value of the suspicious banknotes and coins until the genuineness of the banknotes and coins is confirmed or refuted (such Funds cannot be disposed of and are not part of the Available Balance of the Account). In the case of suspect banknotes and coins which are found not to have been counterfeited or altered, the Bank shall cancel the blocking of the corresponding amount of Funds on the Account without undue delay and shall allow the Client to dispose of such Funds. In the case of suspect banknotes and coins which are confirmed to have been counterfeited or altered, the Bank shall debit the amount corresponding to the value of such counterfeit or altered banknotes and coins from the Account and shall use it to settle its claim arising from unjust enrichment; if the Account shows insufficient Funds, the Bank is entitled to debit the corresponding amount from any Account held by the Bank for the Client.

Part B – Final provisions

6.1 Effect of the Technical Conditions

The Technical Conditions are effective as of 14 November 2022.

6.2 Replacement of Terms and conditions of payment services of Equa bank

In the case of clients who are natural persons – entrepreneurs or legal entities and have entered into an agreement with Equa Bank a.s. or the Bank that identifies the Terms and conditions of payment services of Equa bank for entrepreneurs and legal entities (hereinafter also referred to as "Equa Bank PS Conditions") as its part, the obligations of the Bank and such clients arising from such an agreement shall be governed by these Technical Conditions instead of the Equa Bank PS Conditions, and references to the Equa Bank PS Conditions contained in the relevant agreements shall be deemed references to these Technical Conditions. The arrangements between the Bank and the clients identified in this provision replacing a part of the Equa Bank PS Conditions with the Information on Payment Deadlines are not affected.

6.3. Standing orders and direct debit orders to Accounts with the original bank code '6100'

In respect of standing orders and direct debit orders that were placed on Accounts maintained by the Bank to credit or debit Accounts maintained by the Bank before 13 November 2022 with the bank payment system code '6100', where such Instructions are to be executed also after 13 November 2022, it holds that such Instructions will be executed by the Bank on and after 14 November 2022 by sending the Payment Order amounts to the Accounts with the changed bank payment system code '5500' and also by sending the direct debit requests to the Accounts with the changed bank payment system code '5500'. For the sake of clarity, this factual change, which occurs as a result of the dissolution of Equa Bank a.s., the Bank's legal predecessor, will also be taken into account in the contents of the existing standing order and direct debit order, replacing the bank payment system code '6100' with '5500'. However, the client is obliged to verify with the recipient (in the case of standing orders) or payer (in the case of direct debit orders) that the identifier of his or her account has not changed otherwise than just at the level of the updated bank payment system code.

6.4 Temporary conditions for executing Incoming Credit Transfers to Accounts with the original bank code '6100'

To ensure the smooth execution of Payment Transactions, after 14 November 2022, the Bank will execute Incoming Credit Transfers crediting Accounts that have been maintained by the Bank under the bank payment system code '6100' until 13 November 2022 and are maintained with the bank payment system code '5500' from 14 November 2022 onwards even if the payment order for the Incoming Credit Transfer contains the unique identifier of the Recipient with bank code 6100.

The Bank shall proceed similarly in the case of Incoming Credit Transfers crediting the Accounts described in this provision, the unique identifier of which has been changed at the initiative of the Bank (for example, as a result of a unilateral notification of the change) as being duplicate to the unique identifier of another Account maintained by the Bank, originally with bank code 5500. The Bank shall proceed in the manner described in this provision at least until 31 December 2022. However, the period may be extended, of which the Bank shall notify the Clients in an Appropriate Manner.

Part C – Terms and definitions

BIC (Bank Identifier Code) means the address of the service provider/bank, which allows for unambiguous identification of a given service provider/bank in a given country.

Cash Payment Transaction means a cash deposit of Funds made at the cash desk of a Business Location, a cash deposit to an Account via an ATM, cash withdrawal at the cash desk of a Business Location, cash withdrawal by debit or credit card from an ATM and at selected business partners of the Bank through the Cash Back service, cash withdrawal using a withdrawal voucher and any other Payment Transactions identified as Cash Payment Transactions in the Product Conditions.

IBAN (International Bank Account Number) means the international account number format that allows for unambiguous identification of the account number at a given provider/bank in a given country.

Information on Payment Deadlines means the document named "Information on Payment Deadlines at Raiffeisenbank a.s.", forming part of the Technical Conditions, the contents of which constitute the agreement between the Bank and Client on cut-off times for submitting Payment Orders within the Operating Hours and on time limits for executing Payment Transactions.

Unique Identifier means the number of an Account or an account held with another bank, formatted as IBAN plus BIC, and, for domestic payments, also in the national format consisting of the account identifier and payment system code. However, in the case of a Payment Transaction in EUR to EEA Countries, the Unique Identifier of the Recipient means only the number of an Account or an account held with another bank in IBAN format. The Unique Identifier of a Payment Tool, if required to execute a Payment Order, is specified in more detail in the Product Conditions.

Single-Currency Accounts mean all Accounts other than those included in Multi-Currency Accounts.

Information Contacts mean the telephone numbers of the information line and the email address listed on the Public Website, which are intended for the Clients to communicate with the Bank, inter alia, to obtain information about Banking Services including Payment Services.

Maximum Spending Limit means the highest amount of a Payment Order or consent to direct debit up to which the Bank is required, with regard to

the Payment Tool, Personalized Security Element or method of authorization of the Payment Transaction by the Client, to execute such Payment Order or accept such direct debit consent.

EEA Currency means a currency of countries that are members of the European Union and EEA contracting parties. The list is available, for example, on the Public Website.

Indirectly Given Payment Order (also referred to as „Payment Initiation“) means a Payment Order to execute a single Outgoing Credit Transfer, submitted to the Bank via another payment service provider.

It may only be presented to the Bank for execution in relation to the Payment Account to which the Bank provides the Client with the Direct Banking Services, namely Internet Banking. With regard to its authorization or execution, some limitations (such as spending limits) and time limits for the execution of Payment Transactions, such as for Payment Orders submitted via Internet Banking, apply. A User who is entitled to place and authorize the same types of Payment Orders via Internet Banking is entitled to make and authorize Indirectly Given Payment Orders.

Instant Payment means an Outgoing Credit Transfer that is a Domestic Payment Transaction and the amount of which is credited to the Recipient's bank usually within seconds and is instantly provided to the Recipient by the Recipient's bank.

However, the Recipient's bank must support the execution of Payment Transactions under this regime.

Payment Account means an Account maintained for the Client, the primary and predominant purpose of which is to perform Payment Transactions at the Client's free discretion within the framework of the terms and conditions agreed with the Bank.

Operating Hours mean the part of the Banking Business Day when the Bank executing the Payment Transaction usually performs the activities necessary to execute the Payment Transaction.

Domestic Payment Transaction means a Payment Transaction executed based on a Payment Order to transfer Funds in CZK, including cashless transfers solely within the Czech Republic.

SHA/OUR/BEN Fee Type means that according to SHA instruction the Payer pays the fees of the Payer's bank and the Recipient also pays the fees of own bank; according to OUR instruction, the Payer pays all fees (i.e. including the fees of the Recipient's bank, or any intermediary banks); or, in the case of BEN instruction, the Recipient pays all the fees (i.e. including fees of the Payer's bank and any intermediary banks).

Multi-Currency Accounts mean Accounts where multiple currency folders can be maintained under one Unique Identifier.

Foreign Payment Transaction means a Payment Transaction that is not a Domestic Payment Transaction.

Payment System Act means an Act governing, inter alia, the rights and obligations of users and providers of payment services in the Czech Republic.

EEA Countries mean countries that are members of the European Union and EEA contracting parties. The list is available, for example, on the Public Website.