

**Raiffeisenbank a.s.**, registered office: Hvězdova 1716/2b, 140 78 Prague 4, company ID number: 49240901, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 2051

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## I. Introductory Provisions

### 1. Basic Provisions

- 1.1. Integral Part of Contract  
The GBC lay down the rights and duties of the Bank and the Client arising from the legal relations between them in connection with the provision of the Banking Services. The GBC constitute an integral part of the Agreement between the Bank and the Client and determine part of its content, unless the Agreement stipulates otherwise. The terms explained in the GBC have the same meaning in other documents as well, in particular in the Agreements and the Product Conditions, unless agreed otherwise. Explanations of terms starting with capital letters are contained at the end of the GBC, in part IV. Explanations of Terms.
- 1.2. Precedence Rules  
The Bank issues separate Product Conditions, including Technical Conditions, for select Banking Services. In case of a conflict between the GBC and the Product Conditions, the text of the Product Conditions shall take precedence. In case of a conflict between the Agreement and the GBC and/or the Product Conditions, the text of the Agreement shall take precedence. If the Agreement, GBC and Product Conditions set out a certain matter in a manner that does not exclude the application of individual rules in the Agreement, GBC and Product Conditions, all such rules shall be applied jointly.
- 1.3. Binding Nature of Regulations  
If the GBC, the Product Conditions or the Agreement or another document containing a binding agreement of the Bank and the Client includes an arrangement with the Client that is governed by legal regulations and such legal regulations change and the change is not incorporated in the listed documents and the arrangement in the said documents is no longer in compliance with the legal regulations, both the Bank and the Client shall follow the updated legal regulation.
- 1.4. Provision of Explanation by Bank  
If in doubt as to the correct comprehension of the text of the Agreement, GBC, the Product Conditions or any other documents relating to the Banking Services, the Client is authorised to contact the Bank in the ways specified in the GBC with a request for an explanation of the relevant document. The Bank shall satisfy such a request without undue delay.
- 1.5. Bank's Authorisation to Propose Amendment to Contractual Conditions  
The Bank is authorised to, at any time, propose to the Client a change in the contractual conditions in the manner agreed in Article 1.5-1.7 of the GBC. The Bank is authorised to propose a change to the contractual conditions in particular for the following reasons: (i) development of banking services, (ii) amendments to legislation, (iii) developments on markets in investment and banking services, including developments in market practice, or developments on markets that influence the provision of Banking services, (iv) performance of the duty for the Bank to conduct its business in a prudent manner, (v) changes in technology and organisation processes in the Bank. The areas of change can affect, in particular: (i) the method of commencing, changing and terminating contractual relations, (ii) rules for communication and the method of negotiation, (iii) the extent of the reporting duties, (iv) the conditions for the availability and content of Banking Services, the deadlines for their provision, (v) the structures and amounts of fees for the Banking Services provided, including the conditions for their payment. A change to the amount of interest rates announced in the List of Interest Rates, as well as a change to exchange rates announced in the List of Exchange Rates concerning the conditions for maintaining a payment account is governed, however, by a special agreement between the Bank and the Client.
- 1.6. Method of Notification and Consequences of Proposal of Amendment to Contractual Conditions  
The Bank will notify the Client of a proposal for an amendment to the contractual conditions no later than two (2) months before the day the proposed amendment comes into effect. The Bank will notify the Client of the proposal for an amendment to the contractual conditions primarily using an Electronic Channel, in particular the Electronic Box. A Client that does not have an Electronic Box, if the Bank does not have contact details for another Electronic Channel that would enable the handing over of notification of a proposal for an amendment to the contractual conditions, shall be notified by the Bank of a proposal for an amendment to the contractual conditions using a suitable Permanent Data Carrier. In the event the Client is not a Consumer or a Small Entrepreneur, the Bank may notify the Client of a proposal for an amendment by notification with a link to the Public Website, where the proposal for an amendment to the contractual conditions is located. The Client is entitled, before the effective date of the proposed amendment to the contractual conditions, to reject the proposal, in a written notification sent to the address of the Bank's registered office. In the event that the Client does not reject a proposal for an amendment to the contractual conditions in this manner before its effective date, it shall be regarded as having accepted it. The Bank shall inform the Client of this consequence in the notification of proposal for amendment to the contractual conditions.
- 1.7. Notice of Termination of Obligation Affected by Proposal for Amendments to Contractual Conditions  
In the event the Client does not agree to a proposal for an amendment to contractual conditions, it may, before its effective date, terminate the obligation affected by the proposal for an amendment to the contractual conditions. The Client shall deliver notice of termination to the Bank in the manner agreed in the relevant Agreement. The notice is, in case of the agreement on Payment Services, effective upon delivery to the Bank; in case of agreements on the provision of other Banking Services, on which it was delivered to the Bank, unless the Client, in the notice, designated a later effective date. The designation of a later effective date for notice, however, cannot mean that the length of the notice term exceeds one (1) month, starting on the day of its delivery to the Bank. The notice must indicate the Client's disagreement with the proposal for the amendment to the contractual conditions of the terminated obligation, unless the Client has already rejected the proposal for an amendment to the contractual conditions in a method in accordance with Article 1.6. of the GBC. If, at the moment of termination of the effect, there was, based on or in connection with the obligation affected by the notice, a debt of the Client to the Bank, such debt becomes due upon the effect of the notice, unless agreed otherwise.
- 1.8. Formal Amendments to Contractual Documentation  
The Bank is authorised to make amendments to the contents of the GBC, Product Conditions, Pricelist, Interest Rates List and Exchange Rates List or another document containing a binding agreement between the Bank and the Client that does not amend the content of an obligation unilaterally without the Client's consent. With regard to the nature and extent of such amendment, the Bank will notify the Client of such measure in an Appropriate Manner.
- 1.9. New Banking Services  
If a new Banking Service is introduced, the Bank may publish the conditions for provision of such new Banking Service as late as the date on which the new Banking Service is provided, in an Appropriate Manner.

## II. Joint Provisions

### 2. Client Identification

2.1. The Bank is authorised to require a proof of identity or existence of the Client before the establishment and during the course of an Agreement. A Client who is an individual proves his identity with a valid identity card or similar document issued by a state authority which allows verification of the person's appearance, first name and surname and/or all first names and surnames, where appropriate, birth number or date of birth, nationality and any other identification details. The document shall be fit to prove the information contained therein in the territory of the Czech Republic. A Client who is a legal entity proves its existence with a valid extract from the Commercial Register in which it is registered or with other valid document; a person acting on behalf of the legal entity proves his authority to act and identity. Documents must be submitted in original or a certified copy according to their nature.

#### 2.2. Documentation Duty of the Client

The Bank may, according to the type of the Banking Service provided, before the establishment and during the course of the Agreement, request submission of other documents, such as a residence permit, another proof of identity, documents showing the real owner and ownership structure of a Client who is a legal entity, documents on the business activities of the Client, including the relevant licence for business activities. The Bank is also authorized to ask the Client for information about the purpose and intended nature of the business relationship and for a proof of the origin of Funds. If the Bank is unable to appropriately identify the Client on the basis of the submitted documents or obtain through the submitted documents or requested Client's co-operation other information necessary before the establishment of an obligation, such fact is a barrier to the conclusion of the Agreement.

#### 2.3. Acceptance of Verification of Client's Identity

The Bank is entitled to accept the Client's identification from another bank or a foreign bank branch, on the basis of the standards by which the Bank is bound.

#### 2.4. Politically Exposed Person

The Client undertakes to inform the Bank if he/she holds an important national public position, a similar position in the EU's bodies or other international organizations or if he/she is related to such a person based on other legislation, including any change during the term of the contractual relationship.

### 3. Client

#### 3.1. Verification of Client's Identity when Providing Services

Verification of the Client as the author of an Instruction or an Instruction on the Agreement may be performed in particular by means of the Electronic Identification Tool specified in the Product Conditions or in the Technical Conditions or with the use of the Signature Specimen; in cases worthy of special attention the identity of the Client or person acting for the Client can also be verified in a manner appropriate to the circumstances of the case, in particular by the submission of an identity document. For the purpose of identifying the Client during bilateral communication, the Bank is also entitled to use the Client's birth number and date of birth, or part thereof.

#### 3.2. Representation

The Client acts toward the Bank in person or through a proxy. The proxy shall duly prove to the Bank his/her authorisation to act on behalf of the Client and allow his/her identification as in the case of the Client. A proxy acting on behalf of the Client based on a power of attorney must prove to the Bank his/

her authorization to represent the Client with a written power of attorney granted by the Client and bearing the Client's certified signature. The Client's certified signature is not required if the power of attorney is granted in the presence of a Bank employee, without prejudice to the Client's duty to draft a power of attorney in a special form necessary for the relevant legal acts. The Bank shall be authorized to refuse an act made by the Client's proxy or to refuse to cooperate with the Client's proxy if the submitted power of attorney, or the circumstances under which the power of attorney is submitted to the Bank, or the conduct of the Client's proxy raises reasonable doubts about whether the Client granted the power of attorney or whether the granted authorization still exists, or if the Bank has reason to doubt that the content of the power of attorney submitted authorizes the proxy to act for the Client. If the Client's affairs are to be administered by another person based on its prior declaration made in the expectation of its own unfitness, the Bank will provide such person with the required co-operation only based on a submitted declaration of the Client drafted in the form of a public document and reserves the right to require documentation of all facts, depending on the circumstances of the case.

#### 3.3. Certification of Changes

The Bank is authorised to determine what documents proving a change concerning facts that the Bank is obliged to determine and track (e.g. the person of the real owner of the Client that is a legal entity, the method of acting for a Client that is a legal entity) are to be submitted to the Bank.

### 4. Communication between Bank and Client

#### 4.1. Communication Means

For communication between them, the Client and the Bank shall use the communication channels specified in these GBC or in the Product Conditions or in the Technical Conditions of the Bank. The Bank is authorized to use any information provided by the Client to the Bank or available in public sources to communicate with the Client. Communication between the Client and the Bank (mainly the fulfilment of information obligations pursuant to the Act on Payment Systems), the realization and authorization of Payment Transactions, the authentication of the Client or the Bank, etc. is performed through agreed Payment Tools, Electronic Identification Tools, Personalised Security Elements and other tools and information.

#### 4.2. Exclusive Nature of Communication Tool

Communication with the Bank relating to a specific Banking Service may be limited to select communication channels.

#### 4.3. Record of Communication

If the Client and Bank communicate over the phone or via other electronic means, particularly via an Electronic Channel, both parties are entitled to make a record of such communication, to process the record and to keep and use the record for the length of time they deem necessary for the protection of their rights. The Bank is entitled to record all of the Client's activities in the Bank's systems or using the Bank's systems and to process, keep and use such records for a period reasonable given the nature of such recording, but for no less than the duration of the obligation in connection with whose performance the recording was made. The Bank and the Client are entitled to use all aforementioned records in particular as proof in potential disputes between the Client and the Bank as well as in resolving the Client's complaints. The Bank is not obliged to provide the Client with its records.

#### 4.4. Use of Electronic Contact Details

The Client agrees that the Bank may contact the Client using its electronic contact details (including by text or MMS message) on

any calendar day between 7:30 a.m. and 10:00 p.m. (this limitation does not apply to messages sent using the e-mail electronic contact details) mainly to answer the Client's inquiry, complaint, to provide the Bank's notifications or requests, to inform the Client about its obligations and to provide the Client with Commercial communications, unless the Client expressed its disagreement with commercial communications. In a situation where a suspicion exists that the Client's Funds are threatened, or at any time after the Client breached its obligations from any Agreement, the Bank may contact the Client using the communicated or obtained contact details, in particular the telephone number, also outside the specified hours. The Client agrees that the Bank can use, for the purposes given in this paragraph of the GBC, any phone number and email address of the Client that the Client provided to the Bank, during the term of any Agreement and for a period of ten (10) years after the termination of the last Agreement.

#### 4.5. Safety of Communication

The Bank informs the Client that the equipment needed for communication via electronic means (especially via Electronic Channel) is not under the control of the Bank, and it is, therefore, necessary that the Client while using is appropriately careful and cautious and especially takes adequate measures to ensure confidentiality of mutual communication and the delivered communication does not become accessible to unauthorized persons.

### 5. Instructions and Instructions on the Agreement

#### 5.1. Requisites of Instructions and Instructions on the Agreement

The Client shall ensure that all Instructions and Instructions on the Agreement submitted to the Bank are clear, unambiguous and legible and contain correct and complete data. Instructions submitted to the Bank in writing shall be signed by the Bank and may not be written with a pencil, erased, crossed out, or damaged or illegible. In the event that these conditions are not met or the Client's conduct raises doubts on the part of the Bank as to the authenticity of an Instruction or Instruction on the Agreement, the Bank shall be authorised to refuse the Instructions or the Instructions on the Agreement while assuming no liability for any potential damage caused by the non-execution thereof. Unless the Bank and the Client agree otherwise regarding Payment Orders, the other provisions Article 5 herein shall apply to Payment Orders as well.

#### 5.2. Instructions and Instructions on the Agreement made Based on Client's Will

In connection with the Banking Service, the Client submits Instructions and Instructions on the Agreement to the Bank based on his own decision made or based on consultation with his own expert advisor. The Bank is not a mandatory, broker, principal or advisor if it is not a party to the Agreement in this sense.

#### 5.3. Statutory and Valid Instructions and Instructions on the Agreement

The Client shall ensure that its Instructions or Instructions on the Agreement comply with legal regulations. The Bank may not accept acts performed in a manner reasonably raising doubts as to the legitimacy, material accuracy or validity of Instructions or Instructions on the Agreement. If an Instruction or Instruction on the Agreement may lead the Bank to believe that by the execution thereof it would breach legal regulations or a contractual obligation, the Bank is authorised to refuse the execution of such Instruction or Instruction on the Agreement or may request, prior to the execution of an Instruction or Instruction on the Agreement, submission of documents proving the purpose of the requested Instruction or Instruction on the Agreement. The Bank is entitled to refuse to execute an Instruction or Instruction on the Agreement that was not submitted to on the form designated by the Bank

and with the stipulated requisites. The Bank may also refuse to execute an Instruction or Instruction on the Agreement if it would breach the vigilance rules or if the execution of an Instruction or Instruction on the Agreement would cause detriment. The Bank is not liable for any detriment arising out of failure to execute or late execution of an Instruction or Instruction on the Agreement. The Bank shall inform the Client of the refusal to execute an Instruction or Instruction on the Agreement in the Appropriate Manner. This provision shall not prejudice Article 13.1. of these GBC.

#### 5.4. Time-Limit for Execution of Instruction and Instruction on the Agreement

The Bank shall execute an Instruction within a reasonable time-limit according to the nature of the Banking Service provided and in accordance with customs and market practice that the Bank and the Client have established, unless they agree or legislation provides otherwise. In the event the Bank is performing duties in accordance with other legislation that influences the execution of an Instruction, the deadline for the execution of the Instruction is reasonably extended.

#### 5.5. Cancellation and Change to Instruction

The Client is authorised to change or cancel an Instruction only if it has not been executed yet by the Bank, or if no steps which lead to its execution and which cannot be cancelled by the Bank have been taken. The agreement between the Client and the Bank contained in the Technical Conditions applies to the cancellation of an Instruction that is a Payment Order.

#### 5.6. Signing Instruction and Instruction on the Agreement

All Instructions and Instructions on the Agreement submitted to the Bank by the Client shall be signed or otherwise authorized in compliance with an agreement between the Bank and the Client and legal regulations depending on the type of the Instruction or the Instruction on the Agreement and the communication channel by which it was delivered or handed over to the Bank. The Bank is entitled to require that an Instruction or Instruction on the Agreement be prepared in a language that was agreed for communication between the Client and the Bank, or that the Bank stipulated for communication with Clients. The Bank may also require, in particular in cases where the Client cannot be identified as the author of the Instruction or Instruction on the Agreement in another agreed manner, that an Instruction or Instruction on the Agreement be certified. Article 6 of the GBC applies, as appropriate, to signature certification and drafting an Instruction or Instruction on the Agreement.

### 6. Documents

#### 6.1. Supplementation of Instruction and Instruction on the Agreement

In order to accept an Instruction or Instruction on the Agreement or in connection with other provision of a Banking Service, the Bank may require the submission of Documents that are related to the Client's Instruction or Instruction on the Agreement or supplement it, if it is necessary in the Bank's judgement and with regard to the circumstances of the case and the relevant legal conduct of the bank or the provision of a Banking Service.

#### 6.2. Requisites of Documents

Documents requested by the Bank shall be submitted as originals or certified copies, unless the Bank agrees otherwise with the Client. The Bank is authorised to keep a Document submitted by the Client or its copy made by the Bank. With regard to the circumstances of a case, for example with regard to the facts that submitted Documents document, the Bank is entitled to request that a Document be signed by a specific person and/or that the signatures on the Document be certified.

#### 6.3. Translations of Foreign Documents

Documents, if in foreign languages (with the exception of Slovak)

shall be submitted by the Client to the Bank as originals along with their certified translation into Czech by an interpreter registered on a list maintained by a court of the Czech Republic, unless agreed otherwise with a Client in a specific case. The Czech translation of a Document shall solely be binding upon the Bank and the Bank is not obliged to examine whether such a translation corresponds to the original language version.

#### 6.4. Certification of Documents

If the Client submits to the Bank a document issued or confirmed by or containing certification of a foreign entity, the Bank is entitled to request a higher verification of the Document (apostille stamp or super-legalization). The Client may ask the Bank, before the issue, confirmation or certification of a Document abroad, for a statement on the form in which a Document should be issued, confirmed or certificated abroad in order to be acceptable to the Bank. In cases worthy of special attention, the Bank is entitled to require the submission of a Document with higher verification even in the event that such verification is not usually necessary in accordance with international agreements by which the Czech Republic is bound.

#### 6.5. Current Nature of Information Contained in Documents

The Bank will have regard to the content of Documents submitted if, with regard to the moment of their drafting, there can be no reasonable doubts that the facts documented by the Documents submitted have not changed since the issue of the Documents. In the case of extracts from the relevant registers and records, however, the Bank will usually not have regard to Documents more than three (3) months old.

## 7. Deliveries

#### 7.1. Bank's General Correspondence Address

Unless agreed otherwise with the Client, the Client shall address Deliveries to the Bank's address published on the Public Website.

#### 7.2. Contact Details of Client and Method of Delivery

The Bank makes Deliveries addressed to the Client or to the persons designated by the Client in a manner agreed between the Client and the Bank using the contact details stipulated by the Client (postal or e-mail address, mobile phone number). In the event there is no agreement, the Bank makes Deliveries in a manner reasonable given the nature of a Delivery using the contact details communicated to it by the Client or contact details the Bank may obtain for the Client from publicly available information.

#### 7.3. Reachability of Client

If the Client informs the Bank that a contact detail specified by the Client is no longer up-to-date, or the Bank learns of such a fact in another credible way, or if such fact results from the impossibility of making a Delivery using the relevant contact detail, the Bank is entitled not to use the contact detail any longer. If the Bank has other contact details for the Client, provided by the Client or ascertained from publicly available information about the Client, and the Client has not expressly informed the Bank what contact details should be used for further Deliveries, the Bank will make Delivery to the Client as it sees fit, with regard to the nature of the Delivery.

#### 7.4. Deficiencies with Delivery

If any deficiencies are discovered by the Bank or the Client in a Delivery, both parties shall promptly inform the other party and take the measures necessary to remedy the deficiency ascertained or measures necessary in connection with the deficiency ascertained.

#### 7.5. Deliverability of Deliveries

The Client shall take measures to ensure Deliveries can be made

to the given address (e.g. by clearly marking the building at the given address with its name and surname, the Client's trading name, the placement of a reachable letterbox at the given address, etc.).

#### 7.6. Presumption of Time of Receipt of Delivery

The presumption about the time of receipt in accordance with other legislation<sup>8</sup> applies also to other methods of delivery of a written Delivery where it is otherwise not certain when the Client received the Delivery. A Delivery of the Bank addressed to the Client in electronic form is, with regard to the nature of this method of communication, delivered upon its placement in the Electronic Box or sending using an Electronic Channel. The Bank is entitled to request from the Client confirmation and acceptance of Delivery in electronic form; this shall not affect the moment of delivery of such Delivery in accordance with the previous sentence.

#### 7.7. Fax

Instructions and Instructions on the Agreement sent by fax shall be sent by the Client to the fax number published on the Public Website or specified in an agreement on fax communication concluded between the Client and the Bank. A fax message sent by the Bank is delivered upon the printing of the confirmation of delivery initiated by the recipient's fax machine and printed from the Bank's fax machine.

## 8. Other Arrangements

#### 8.1. Banking Supervision

The Bank's activities, including the provision of Payment Services by the Bank, are subject in accordance with special legal regulations 1,6 to the supervision of the Czech National Bank (CNB), registered office at Na Příkopě 28, Prague 1, 115 03. The Client is entitled to turn to the CNB with its suggestions and complaints

#### 8.2. Permanent Address and other contact details

In addition to the Permanent Address, the Bank keeps another postal address of the Client (if different from the Permanent Address) at which the Client can be contacted and other contact details such as telephone numbers, e-mail addresses and fax numbers. For the purpose of entry or change of the Permanent Address, the Bank requests from the Client, in each instance, a document providing sufficient evidence of the stated details (e.g. a proof of identity or an extract from the Commercial Register).

#### 8.3. Change in Data Concerning Client

The Client shall inform the Bank within ten (10) calendar days of any changes to data stated in the Agreement or in documents related thereto and/or a change to data otherwise submitted by the Client to the Bank and, with regard to the nature of the relevant data, also document such change. The Bank is not under a duty to have regard to a notification of the Client that is not sufficiently supported by demonstrable documents on the reported change.

In particular, the Client shall inform the Bank of any change to his name and surname or trading name, permanent residence or registered office, any change of the statutory representative, its composition and/or persons authorized to act on behalf of the Client, any change to its identity card or any other information about the Client shown on the identity card, any change to any information about the Client shown in the relevant public register, any change to the person of the actual owner of the Client and any change to the telephone number, fax number, e-mail address and contact postal address.

#### 8.4. Information about Change to Significant Facts Concerning the Client



The Client shall also promptly inform the Bank and document facts that could have an influence on the performance of rights and duties of the Client or the Bank under the Agreement, in particular the termination of the Client's business activities, the Client's entry into liquidation, the start of insolvency proceedings, seizure or the execution of a ruling against the Client's assets, the transformation of the Client or a change to the Client's legal form.

## 8.5. Loss of Documents

The Client shall notify the Bank without undue delay of the loss or theft of documents related to this Agreement and documents or other tools serving to verify the identity of the Client or a person acting for the Client, in particular personal documents or the stamp of the Client.

## 8.6. Complaints

Complaints by Clients will be dealt with by the Bank in accordance with the Complaint Guidelines, which are available at the Public Website.

## 8.7. Banking Secrets

The Client agrees that all information relating to the Client or any subsidiary or parent company thereof that the Bank acquires when providing the Banking Services to the Client (especially balance sheet data and other information needed for assessing risk) may be processed using computer technology and further disclosed and processed within the Bank's internal structure and disclosed to members of the Raiffeisen Financial Group—in particular shareholders, entities of the consolidated group, and entities with a controlling interest over the Bank pursuant to the relevant legislation, especially for the purpose of protecting against bank risks as well as for reporting purposes, and for auditing and control purposes, as well as to Austrian and European Union financial and banking supervision authorities and entities that, through a consortium or by assuming the risk, share or intend to share in the Bank's business with the Client, as well as within the scope necessary for a decision by a potentially interested party such as a future assignee in relation to the assignment of the Bank's receivables to a future assignee and within the necessary scope to legal representatives and entities with which the Bank cooperates when recovering receivables. The information may be further disclosed to the persons to which the Bank's receivables from the Client are provided as security and to persons intending to conclude with the Bank an agreement covering the securing of the Bank's credit risk. The information may be further disclosed to an authorised third party, pursuant to special acts. For the purposes of this article, a subsidiary shall be understood to be a controlled entity and the parent company the controlling entity, pursuant to the legislation referred to in 8.7. of the GBC.

## 8.8. Personal Data of the Client

On condition that the Client does not express in writing its disapproval with the processing of personal data stipulated below in Section 8.8. hereof and/or does not revoke in writing its consent to the processing of such data, the Client hereby grants permission for the Bank, as the administrator, pursuant to Act No. 101/2000 Coll., on the Protection of Personal Data and on an amendment to some acts, to process the personal data it obtains in relation to its activities. These data consist of: name, surname, birth number, date of birth, marital status, address, e-mail address, telephone number, profession, gender and age, in case of individuals – entrepreneurs – also Company ID number and place of business, type and nature of Banking Services used, including the manner and extent of their use, and the Bank may also hand this data over to the Bank's cooperating entities. The Bank is further entitled in connection with the provided Payment Services to process information about the location and frequen-

cy of use of the Payment Tool as well as details of the Payment Order or the consent to execute a Payment Order (if the Client may, for example, with regard to the Recipient provide to the Bank the consent with processing), including information about the purpose of the Payment Transaction, if it is apparent from the Payment Order. The data shall be processed by the Bank and by the cooperating entities for the following purposes: a) informing the Client about the products and services of the Bank and the cooperating entities and contacting the Client with product and service offers of the Bank and cooperating entities including informing via electronic contacts pursuant to the relevant legislation<sup>3</sup> ("dissemination of business communications"); b) determining satisfaction with the existing Banking Services used by the Client, including enquiries via electronic contacts pursuant to the relevant legal regulation 3. A list of cooperating entities is available at the Bank's registered office and on the Public Website. The Client acknowledges that the Bank is authorised to update the list of cooperating entities. This consent shall be effective for the term of the Agreement and then for the period of ten (10) years after obligations stipulated in the Agreement.

## 8.9. Information about Bank's Receivables from Client

The Bank is authorised to provide information about the amount, state of repayment (including any default) and structure of the Bank's receivables from the Client arising under any Agreement, to third parties who provide collateral for such receivables, to which the Bank assigns the receivables, that undertake to repay the receivables or that accede to the Client's obligation or with which the Bank discusses the acts specified above in this paragraph 8.9. of the GBC.

## 8.10. Credit Registers

The Bank is entitled to use the services of Banking and, if appropriate, Non-banking Registers.

When using information recorded in a Banking Register the Bank proceeds in accordance with the relevant legislation, and in such case it is not under a duty to obtain the Client's consent. In the event the Client has granted the Bank special consent, the Bank is entitled to use data recorded in Non-banking Registers, to the extent and under the conditions resulting from such special consent.

## 8.11. Availability of Banking Services

The Bank is not under a duty to offer and provide all Banking Services at all Business Locations. The Bank is entitled to offer and provide selected Banking Services at certain Business Locations or through certain communication channels or persons. The Bank will inform the Client of limitations in accordance with the prior sentence by notification published in an Appropriate Manner.

## 9. Fees, Cost Reimbursement

### 9.1. Bank's Pricelist

The Client shall pay the Bank fees in the amount and under the conditions specified in the relevant Pricelist shown in the Agreement. In the same way, the Client shall compensate the Bank for costs in connection with the Banking Services provided, the amount of which is determined by the Pricelist, unless legislation or another agreement of the Bank and Client provide otherwise. In the case of Accounts, the Pricelist showing fees for provision of Banking Services related to the relevant Account and fees for realization of Payment Transactions on the Account can be determined by reference in Internet Banking set up for the relevant Account. In the event that it is not possible to determine the type of Pricelist for any reason, a Client that is a Consumer shall pay the Bank fees in an amount and under conditions based on the

Pricelist for Products and Services for Private Entities and other Clients shall pay fees in an amount and under conditions based on the Pricelist for Products and Services for Individuals – Entrepreneurs – and Legal Entities. The Bank charges fees and reimbursement of costs in accordance with the Pricelist effective at the time the Banking Service is charged or costs of the Bank whose reimbursement is agreed in the relevant amount in the Pricelist between the Bank and the Client arise, unless agreed otherwise. In the event that the fee shown in the Agreement and in the Pricelist differs, the provisions in the Agreement shall be applied.

## 9.2. Availability of Pricelist

The Bank shall hand over to the Client, in connection with the conclusion of an Agreement or the arising of an obligation, the Pricelist or a relevant part thereof. The Pricelist is also available at the Business Locations and the Public Website.

## 9.3. Payment of Fees

The Client undertakes to pay fees specified in the Pricelist without undue delay and in the prescribed amount. If fees are settled by direct debit or billing against the balance of an Account of the Client and the Account does not have sufficient Funds to settle them, the Bank can book charges in the unpaid amount on the Client's Account. Such unsettled fees are then an Unpermitted Debit. The Bank is entitled to make the conclusion of an Agreement or provision of a Banking Service conditional on the payment of a Fee or part thereof.

## 9.4. Payment Date for Fees

Unless agreed otherwise in the Pricelist, GBC, Product Conditions or Agreement, fees for the provision of a Banking Service or costs whose reimbursement was agreed by the Client and the Bank are due promptly after the provision of a Banking Service or the arising of such costs. In the event of fees for Banking Services that the Client pays for a certain period in which such Banking Services were provided, the aforementioned fees are payable always as of the end of the relevant period in which the Client is under a duty to pay them. If a fee for the provision of a Banking Service is set as a fixed amount for a certain period and such period has not passed before the end of the Agreement's effect, the Bank shall return to the Client an aliquot part of the previously paid fee only if it is a fee for the provision of a Payment Service and the Client is a Consumer or Small Entrepreneur.

## 9.5. Reimbursement of Costs

The Client shall pay the Bank, over the framework of the agreed fees, costs that arise in connection with the conclusion, amendment or termination of the Agreement, in particular notarial, court, administrative and other charges, costs of legal services, services of experts and tax and economic advisors, translators, interpreters, costs of recovery, including the court fee, if this concerns extraordinary costs arising on the Client's part. The Client will bear all costs arising to it during the settlement of its debts.

## 9.6. Value Added Tax

In accordance with the relevant legislation<sup>4</sup> fees for financial services are exempt from VAT. If the Client is provided with a Banking Service the fee for the provision of which is not exempt from VAT, this is expressly specified for such fee in the Pricelist. In such event the Bank will issue a tax document to the Client, at its request.

## 9.7. Special Provisions on Client's Payment Duties

The conditions concerning the Client's payment duties are, in relation to some Banking Services, also agreed in an arrangement between the Bank and the Client (for example in the relevant Product Conditions).

## 10. Liability

### 10.1. Liability for Data about Client

The Client is liable for data concerning its person being up to date, correct and complete. The Bank is not liable for detriment that the Client suffers as a consequence of the non-making of a timely announcement of a change to such data or as a consequence of the insufficient documentation of such change.

### 10.2. Liability for Loss of Documents, Materials and Identification Tools

The Bank is not liable for any detriment arising from any abuse of Documents, materials, Identification Tools or other items lost by the Client or another person or stolen from the Client or another person. If the Bank ascertains that an Electronic Identification Tool has been used by a person other than authorised holder, it is entitled to immediately block the Electronic Identification Tool and prevent its further use.

### 10.3. Limitation on Bank's Liability for Damage

The Bank is not liable for any detriment caused to the Client primarily as a consequence of extraordinary situations and events which occurred beyond the Bank's control and that the Bank could not influence and foresee, in particular the consequences of force majeure, consequences of decisions of state authorities. The Bank is also not liable for detriment arising or detriment that could arise in connection with or as a consequence of an interruption of operations and the subsequent unavailability or non-provision of Banking Services, of which it informed the Client a reasonable time in advance in an Appropriate Manner. The Bank is not liable for damage to the extent to which its arising was not foreseeable. The Bank is therefore not under a duty to pay compensation representing lost profit of the Client or damage that does not arise as a direct consequence of a breach of a legal duty of the Bank (subsequent damage), unless the Client expressly drew its attention in advance to the danger of such damage and, if appropriate, also to its expected extent.

The Bank is not liable to the Client for damage that it incurs due to conduct of the Bank or a third party in accordance with legislation, the non-execution of an Instruction or Payment Transaction due to the application of legislation or an individual legal act that is binding on the Bank or for reasons of other measures, including of another country or international organisation, adopted, in particular, for the purpose of preventing money laundering and financing terrorism or due to the application of international sanctions for the purpose of maintaining or renewing peace and security, protecting basic human rights and the fight against terrorism.

The Bank is not liable for the consequences of events that are under the Client's control and that the Client can influence, for the consequences of the proper performance of the Client's Instructions and for the Client not properly paying its debt through the Bank, if such fact is not a direct consequence of a breach of a legal duty by the Bank. The Bank is also not liable for damage to the extent to which the Client contributed to its arising through wilful conduct (e.g. the non-provision of co-operation).

## 11. Security

11.1. The Bank is entitled to retain as security assets of the Client that were entrusted to it in connection with a Banking Service and that are movables, provided it has a due receivable from such Client that the Client is late paying. The Bank is also entitled to use such procedure in connection with a debt of the Client that is not yet due, if it is clear from the circumstances of the case that the Client will not repay the debt in full, or for other reasons stipulated by legislation. The Bank is entitled to retain assets of the Client whose value is reasonable given the amount of the debt in connection with which the Bank retained such assets. If, however,

the nature of the Client's assets administered by the Bank or the method of their administration makes such procedure impossible, or if it would be linked to unreasonable difficulties on the Bank's part, the Bank is entitled to retain assets of the Client in a value that is not in a quite evident disparity to the amount of the Client's debt that is secured by its retaining of the Client's assets.

## 12. Set-off, Order of Receivables, Assignment

### 12.1. Conditions for Set Off of Receivables

The Bank is entitled to set off its receivables against receivables of the Client regardless of the legal reason for their establishment, including receivables of the Client from deposits and Accounts. It is expressly agreed that the Bank can set off its receivables against an unpaid receivable of the Client. If mutual receivables of the Bank and the Client are in various currencies, they can be set off if such currencies are freely tradable, and what is decisive for the translation of the receivables is the valid exchange rate stipulated by the Bank in the last Exchange Rates List announced for the day the setting off occurred.

### 12.2. Settlement Authorisation of Bank

The Bank is entitled, at any time and without prior notification to the Client, to collect from any Account or deposit for the Client with the Bank Funds for the purpose of settling a due monetary obligation of the Client to the Bank. If mutual receivables are in various currencies, they can be settled in the manner in accordance with this Section 12.2. of the GBC if such currencies are freely tradable, and what is decisive for the extent of settlement is the valid exchange rate stipulated by the Bank in the Exchange Rates List for the day the Bank collects the Funds.

### 12.3. Order for Setting Off Performance against Client's Debts

In the event performance is not entirely sufficient to settle the Client's outstanding debts, performance will be deducted in the order stipulated by the Bank. In the event the Client is owed under several liabilities, such provision applies, as appropriate.

### 12.4. Prohibition of Assignment of Receivables from Deposits and Accounts

The Client is not authorised to assign receivables from any deposits and Accounts with the Bank; the effects of this agreement, however, will not be applied in the event of the establishment of a lien on such receivable by the Client under the conditions agreed below. In the event the Client intends to establish a lien on any receivable from a deposit or Account with the Bank and the Bank is informed of the conditions under which such lien will be established and realised by the lien creditor, it will provide its written consent to the Client for the establishment of the lien. The lien of the Client's creditor on a receivable from a deposit or Account with the Bank arises no earlier than the moment the Bank expresses its written consent to the establishment of the lien.

## 13. Creation of Contractual Relation

### 13.1. Commencement of Contractual Relation

The Bank provides the Banking Services on the basis of the Agreement. There is no legal entitlement to the provision of a Banking Service. The Bank is entitled to refuse a party interested in the provision of the Bank's services and is not obliged to inform the party interested of the reasons for the refusal, unless the provisions of legislation that cannot be deviated from by agreement provide otherwise.

### 13.2. Form of Agreement

The Agreement between the Bank and the Client is created on the basis of an agreement concerning the conditions of the provision of the Banking Service. A contractual relation is created on the basis of the written Agreement if at least one of the parties

requests so or if written form is a condition for the creation of a contractual relation pursuant to the relevant legal regulations.

### 13.3. Rules for Adhesion Agreement with Entrepreneur

The Bank and a Client that is an entrepreneur agree that the rules contained in Sections 1799 and 1800 of Act No. 89/2012 Coll., the Civil Code, do not apply to the contractual conditions they agree.

### 13.4. Conditions for Acceptance of Proposal for Conclusion of Agreement (Offer)

Unless the Bank and the Client agree otherwise, the acceptance of an offer only has effects if it is the same as the offer in all respects.

### 13.5. Confirmation of Content of Contract

Confirmation of the content of an Agreement concluded in a form other than written form is decisive for the determination of the content of the Agreement only in the event that the bank and Client expressly agreed on its making, or in the event that its making results from already agreed conditions, under which the Agreement between the Bank and Client was concluded.

### 13.6. Replacement of Information Reported by Third Party

In the event the conditions of the Agreement are tied to information reported by a third party, and this information stops being reported during the Agreement's duration, the conditions of the Agreement will continue to be tied to information that replaces the original information or whose nature most closely corresponds to the original information. The Bank will inform the Client of such change in an Appropriate Manner.

## 14. Termination of Contractual Relation

### 14.1. Consequences of Termination of Agreement's Effect

All of the Client's outstanding debts incurred based on an Agreement come due upon termination of the effect of such Agreement. The Client's debts arising based on or in connection with such Agreement do not cease to exist with the termination of the effect of the Agreement for any reason and if they are not settled in full and on time late charges agreed in the Interest Rates List are billed. The Client's obligation to return to the Bank all movables, Payment Tools, Electronic Identification Tools and documents stipulated by the Agreement does not cease with the termination of the effect of this Agreement; the Bank's right to exercise against the Client its right to contractual penalties for non-performance of obligations that arose during the Agreement's effect also does not cease. This paragraph 14.1. of the GBC is valid and in effect even after the effect of the Agreement is terminated.

### 14.2. Effects of Notice

Notice given by the Bank comes into effect upon delivery to the Client, unless the Bank states in the notice that the notice comes into effect as of a later moment, or unless the effects of notice occur as of a later moment, or unless the provisions of an act that cannot be deviated from, an Agreement or the Product Conditions stipulate otherwise. If the Client, in accordance with the nature of an obligation or arrangement in the Agreement or related contractual conditions is entitled to terminate an obligation and it is not agreed by what notice term, notice comes into effect as of the last day of the calendar month that follows the month in which notice was delivered to the Bank. The stipulation contained in Article 1.7 of the GBC shall not be thereby affected.

### 14.3. Conditions for Withdrawal from Agreement by Bank

The Bank may withdraw from the Agreement in cases stipulated in the Agreement, the Product Conditions, the special provisions of these GBC, legal regulations and when the Client substantially violates accepted duties. The Bank may also withdraw from the



Agreement (i) if the Client stated, in connection with the arising of the Agreement or an obligation incorrect or untruthful information and the Bank, without the proper statement of such information, would not have agreed to conclude the Agreement, or the obligation could not have arisen, or (ii) it submitted invalid or altered documents, or (iii) if the Client's asset situation has significantly deteriorated, or (iv) if the Client does not supplement or provide reasonably requested security for its debt, or (v) the Account the Bank maintains for the Client has an Unauthorised Debit. The Bank may also withdraw from the Agreement in the event (v) representatives of the Client submit to the Bank opposing Instructions or Instructions on the Agreement, or in the event (vi) the Client's actions have the characteristics of a criminal offence or other delinquent behaviour and could lead to damage on the Bank's part or could endanger or damage the bank's reputation, or lead to other detriment to the Bank.

- 14.4. **Method and Effects of Withdrawal from Agreement by Bank**  
In the event that the Bank withdraws from the Agreement for any reason, it shall send a notice of withdrawal from the Agreement to the Client in writing. The effect of the withdrawal from the Agreement starts on the day the notice of withdrawal is delivered to the Client, unless the Bank specifies that the effects of withdrawal occur as of another later moment in the notice of withdrawal from the Agreement.

## 15. Insurance of Deposits

- 15.1. **Insured Deposits**  
The deposit insurance protection scheme against the Raiffeisenbank a.s.'s inability to meet its commitments is covered by the Financial Market Guarantee System through the Deposit Insurance Fund. The deposit protection insurance scheme applies to all deposit receivables including interest thereon maintained in the Czech currency or foreign currency, shown as a credit balance on the accounts or deposit books or confirmed with a deposit certificate, deposit sheet or any other similar document, unless they concern deposits that the Bank is entitled to partially include in its capital (subordinated debt) and deposits originated from the intentionally committed crime of legitimization of proceeds of criminal activity (unless they have been secured in favor of the victim of the criminal activity). The insurance shall not apply to deposits of certain legal persons, neither.

- 15.2. **Supplementary Information**  
The basic information overview of the deposit insurance protection scheme is available at the Public Website. More detailed information can be also found through the Financial Market Guarantee System (Deposit Insurance Fund) whose contact details are available in the basic information overview at the Public Website.

## 16. Interest, Exchange Rates and Taxation

- 16.1. **Determination of Interest Rates**  
Unless stated otherwise, the Client shall pay the Bank (in particular on a credit provided by the Bank to the Client) or the Bank shall pay the Client (in particular on the Funds deposited by the Client at the Bank) interest calculated based on the interest rate shown in the Interest Rates List.
- 16.2. **Interest Rate when Agreeing Credit**  
The Bank provides credits as part of its business activity and therefore the Client and the Bank agree that the intent of the parties in concluding any Agreement based on which the Bank shall provide the Client with a credit, is to agree on an interest rate that shall apply to the credit until it is paid off. In the event that no in-

terest rate or a non-specified, non-findable or zero interest rate is shown in the Agreement based on the previous sentence for any reason, the Client undertakes to pay the Bank credit interest calculated using the interest rate stipulated for the agreed credit in the Interest Rates List or using the interest rate stipulated in the Interest Rates List for the credit product whose nature is the closest to the agreed credit. This stipulation shall not, however, apply to cases where the contents of the signed Agreement makes it apparent that the parties' intent was to negotiate an obligation without the Client's obligation to pay interest.

- 16.3. **Due Date for Interest**  
Unless agreed otherwise between the Bank and the Client, interest is payable always as of the last day of a calendar month.
- 16.4. **Minimum Amount of Interest Paid by Bank**  
Interest is rounded off during the calculation of Interest Paid by the Bank to the Client to the smallest unit of the relevant currency. If the calculated due interest is lower than five thousandths (0.005) in the Account currency, it is rounded down to zero and no yield of interest for the relevant interest period is charged for or paid out in the agreed manner.
- 16.5. **Late Charges**  
In the event of a delay with the payment of any monetary debt to the Bank, the Bank has the right to charge interest on the amount owed at the late charges interest rate until such time as the obligation is paid by the Client. Unless the Client and the Bank agree otherwise, the late charges rate that will be applied to determine the amount of late charges in the event of a delay by the Client with the performance of a monetary debt is determined by the Interest Rates List. This paragraph 16.5. of the GBC is valid and in effect even after the effect of the Agreement is terminated.
- 16.6. **Withholding Tax**  
The Bank executes tax deductions in accordance with the applicable legal regulations and with regard to the Client's tax domicile and type of the Account. Yield of interest is subject to taxation in accordance with the applicable legal regulations, international treaties and agreements valid at the time interest was credited. An Account Holder shall provide the Bank with sufficient information necessary for the provision of an appropriate Account for the administration of a particular type of Funds. In the event of breach of this obligation, the Account Holder is fully responsible for the risks arising from incorrect application of withholding tax in respect of the Account Holder.
- 16.7. **Exchange Rates**  
The Bank exchanges currencies using the exchange rates stipulated in the Exchange Rates List, unless the Bank and Client agreed otherwise in any form. The Bank makes the Exchange Rates List available to Clients through the Public Website and the Business Locations. The Bank may announce in the Exchange Rates List exchange rates that are stipulated by the Bank based on the current situation on the foreign exchange markets, and the conditions for use of such exchange rates.

## III. Concluding Provisions

17. **Governing Law**  
Legal relations between the Client and the Bank are governed by the legal order of the Czech Republic, unless otherwise agreed.
18. **Binding Language Versions**  
Unless the Agreement provides otherwise, the GBC, the Product Conditions and the Agreement shall be binding in the Czech version.

## 19. Severability

If a provision of these GBC or any part hereof (hereinafter "GBC Provisions") is found to be invalid, ineffective or unenforceable, this fact does not have any bearing on the validity, effect or enforceability of the other GBC Provisions. In such a case the legal relations affected by or which were to be affected by such invalid, ineffective or unenforceable GBC Provisions are governed by those provisions of the relevant legal regulations that most closely correspond to the intention of the parties arising from such invalid, ineffective or unenforceable GBC Provisions.

## 20. Temporary Provisions and Effect

These GBC replace eBanka's General Business Conditions. Any reference to eBanka's General Business Conditions is considered a reference to these GBC. Legal relations established in the past between eBanka and the Client relating to saving accounts, term deposits, client dealing products and current accounts originally governed by the provisions of the General Business Conditions of eBanka, a.s. effective until 6 July 2008, Section 21. Saving Account, Section 23. Term deposits, Section 32. Client Dealing Products and provisions relating to accounts in Sections 19.1.1., 19.1.3., 19.1.4., 19.1.5., 19.1.8., 19.1.10., 19.1.11., 19.2.1., 19.2.2., 19.2.5., 19.2.7., 19.3.7., 20.3., 20.4., 20.5. and 20.9., shall for an Agreement concluded before 7 July 2008 be governed by these GBC and the Product Conditions for maintaining accounts and deposits. Legal relations between the Bank and the Client concerning Accounts originally regulated by the provisions of the General Business Conditions of Raiffeisenbank a.s. effective until 6 July 2008, Sections III.1.2, III.1.3, III.1.5 and III.1.12 shall for Agreements concluded before 7 July 2008 be governed by these GBC, the Technical Conditions and the Product Conditions for maintaining accounts and deposits.

## 21. Effect

These GBC are effective as of 1 February 2016 and shall replace the General Business Conditions of Raiffeisenbank a.s. effective from 1 July 2015.

## IV. Definitions of Terms

**Bank** means Raiffeisenbank a.s., with its registered office at Hvězdova 1716/2b, 140 78, Prague 4, Company ID No. 49240901, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 2051, and for the purposes of Agreements originating before 7 July 2008 this term includes also eBanka. **Banking Business Day** means a business day on which most of the Business Locations are usually open for the purpose of providing Banking Services to Clients; for the purposes of executing Payment Transactions, Banking Business Days are set in the Information on Payment System Time-Limits. **Banking Service** means any transaction, act, service or product provided by the Bank or in whose provision the Bank participates. **Banking Register** means the register operated by CBCB - Czech Banking Credit Bureau, a.s., with its registered office at Na Příkopě 21, Prague 1, Post Code 117 19, Company ID No. 26199696, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 6735. **Pricelist** means any document or its amendment (regardless of its title) issued by the Bank in paper, electronic or other form and containing fees for the provision of relevant Banking Services and possibly also the conditions for charging such fees, as well as the amount of costs the Client shall pay the Bank. **CNB** means the Czech National Bank. **Signatory** means an individual authorised by the Account Holder to dispose of Funds on the Account within the scope stipulated in the Signature Speci-

men or other stipulated manner. **Disposable Balance** means the current balance of the Funds on the Account plus any provided and not yet used up authorised overdraft (authorised debit) on the Account and/or minus any amount blocked on the Account, in particular due to the performance of a statutory duty or Instruction of the Client. **VAT** means value added tax. **Small Entrepreneur** means an entrepreneur (regardless of whether it is an individual or legal entity) that has less than ten (10) employees and its annual turnover or its annual balance sheet does not exceed EUR two million (2,000,000). **eBanka** means eBanka, a.s., with its registered office at Na Příkopě 19, Prague 1, Company ID No. 00562246, whose business assets passed to the Bank as a consequence of merger by amalgamation. **Electronic Box** means the electronic box in the Bank's internet banking application used for communication between the Client and the Bank. **Electronic Channel** means primarily e-mail, text message and the Electronic Box. **Electronic Identification Tools** means all types of tools for the creation of an electronic signature or verification of the author of an Instruction or Instruction on the Agreement specified in the Product Conditions. **Raiffeisen Financial Group** means, in particular, Raiffeisen Bank International AG, RB Prag Beteiligungs GmbH, Raiffeisenlandesbank Oberösterreich - Wien AG, Raiffeisen Zentralbank Österreich AG, Raiffeisen Bausparkasse GmbH, Raiffeisen stavebni spořitelna, a.s., Raiffeisen-Leasing, s.r.o., Raiffeisen-Leasing Real Estate, s.r.o., Raiffeisen investiční společnost a.s., UNIQA pojišťovna, a.s., Czech Real Estate Fund B.V., Real - Treuhand Realty a.s. and their subsidiaries and/or other companies to be determined by the Bank's Board of Directors. A current list of entities in the Raiffeisen Financial Group is published by the Bank in an Appropriate Manner. **Client** means any Consumer, another individual that is not a Consumer, or a legal entity entering into negotiations with the Bank with the objective of obtaining a Banking Service or in connection with obtaining a Banking Service and/or those to whom a Banking Service has been or is to be provided. **Exchange Rates List** means a document released by the Bank in an Appropriate Manner and showing the exchange rates of currencies used by the Bank in particular for executing Foreign Payment Transactions and currency exchange services. **Document** means a written document issued by an entity other than the Bank (such as an office or notary). **Account Holder** means a Client who concludes or has already concluded with the Bank an Account Agreement, under which the Account was opened and under whose name the Account is maintained; for the purposes of determining the rights and obligations between the Bank and Client after the termination of the effect of the Account Agreement, a former Account Holder is also considered an Account Holder. **Non-Bank Register** means a register with the involvement of entities other than banks which serves for the assessment of the Client's solvency and trustworthiness and for the protection of the Bank's rights (such as the SOLUS register and Non-Bank Register of Client Information). **Unauthorised Debit** means a receivable of the Bank against the Account Holder caused by withdrawal of more Funds from an Account than the actual Disposal Balance on the Account and that is due on the day following the day it arises. An Unauthorised Debit is also every receivable of the Bank against an Account Holder which the Funds on an Account would not be sufficient to settle and that is booked by the Bank on the Account. **Business Location** means a Bank branch that provides Banking Services. **Personalised Security Elements** mean passwords, codes, numbers, combinations of numbers, letters and/or figures, Signature Specimens, PINs, certificates or any other data and data files that can limit or prevent any unauthorised or fraudulent use of Payment Tools or any unauthorised or fraudulent execution of a Payment Transaction. **Fixed Interest Rate** means a fixed interest rate determined for a period agreed between the Client and the Bank. **Payer** means a person from whose account the Funds for executing a Payment Transaction are to be deducted or who makes the Funds available for execution of the Payment Transaction. **Payment Tool** means equipment or a group of procedu-

res that were agreed to between the Bank and the Client that pertain to the Client and by which the Client gives a Payment Order. Payment Order means an Instruction by which the Payer or the Recipient requests that the Bank execute a Payment Transaction. **Payment Service** means a Banking Service considered a payment service pursuant to the Act on Payment Systems. **Payment Transaction** means the deposit of Funds on an Account, withdrawal of Funds from an Account or transfer of Funds, unless it is not a Payment Service. **Signature Specimen** means the form (including electronic form) on which an Account Holder specifies a Signatory and the scope of authorisation for disposing of the Funds on an Account. The Signature Specimen can also specify the right of a Signatory to dispose of an actual Account or other rights of the Signatory granted by the Account Holder. **Variable Interest Rate** means usually the sum of the relevant reference rate for the relevant period and the fixed variation agreed between the Client and the Bank. **Instruction** means the Client's conduct towards the Bank other than an Instruction on the Agreement and consisting in the disposing of the Funds (such as a Payment Order) or any other act of the Client relating to the provision of Banking Services that is not an Instruction on the Agreement. **Instruction on the Agreement** means a written expression of the Client's will leading to the conclusion, change or termination of the Agreement, which can be made, inter alia, with the use of the Electronic Identification Tool issued by the Bank under the conditions set out by the Bank for the relevant Banking Service and the relevant Electronic Identification Tool. **Product Conditions** mean business conditions of the Bank that are not the GBC and that regulate the provision of Banking Services, regardless of the name of such business conditions. **Funds** mean money in any form or currency, in particular banknotes and coins, non-cash and electronic money. **Interest Rates List** means the currently valid list of interest rates of Raiffeisenbank a.s. published by the Bank in an Appropriate Manner. **Recipient** means an individual to whose account Funds are to be credited pursuant to a Payment Order or to whom Funds are to be made available pursuant to a Payment Order. **Complaint Guidelines** mean the currently valid Complaint Guidelines of Raiffeisenbank a.s., which are published by the Bank in an Appropriate Manner. **Agreement** means any arrangement between the Bank and the Client creating, changing or dissolving any contractual relationship between the Bank and the Client. An Agreement always includes the business conditions to which the Agreement refers. **Consumer** means any individual who signs an Agreement with the Bank or otherwise deals with the Bank outside the framework of his business activities and/or his vocation. **Technical Conditions** mean the business conditions of the Bank governing, in particular, the rules for the provision of Payment Services by the Bank, primarily the conditions for performing Payment Transactions, and the conditions for issuing and accepting cheques. **Permanent Address** means the address of permanent residence or stay (in the case of a Consumer), and the address of the registered office (in the case of an entrepreneur). **Permanent Data Carrier** means any subject or system that enables the preservation of information so that it can be used for a period adequate to the purpose of this information and that allows reproduction of this information in unaltered form. **Domestic Payment Transaction** means a Payment Transaction that is executed based on a Payment Order to transfer Funds in CZK and that includes a non-cash transfer only within the Czech Republic. **Account** means an account opened and maintained by Bank for an Account Holder based on an Agreement; a technical or internal account of the Bank or a credit account is not considered an Account. **Public Website** means the Internet site of the Bank accessible to the public, i.e. [www.rb.cz](http://www.rb.cz). **Appropriate Manner** means a manner of informing which is adequate to the relevant Banking Service or delivered document, for instance by way of posting at the Business Locations, on the Public Website or via the Electronic Channel. **GBC** mean the General Business Conditions of Raiffeisenbank a.s., published by the Bank in an Appropriate Manner. **Foreign Payment Transac-**

**tion** means a Payment Transaction that is not the Domestic Payment Transaction. **Act on Payment Systems** means Act No. 284/2009 Coll. on payment systems, as amended. Delivery means mail, message, documents or electronic files and includes also an Instruction or Instruction on the Agreement delivered by the Client to the Bank.

The indexed numbers in the GBC refer to the following legal regulations:

- 1 In particular Act No. 21/1992 Coll., on Banks, as amended.
- 2 In particular Act No. 90/2012 Coll., on business corporations, as amended.
- 3 Act No 480/2004 Coll., on certain services provided by information companies and amendments to several acts, as amended.
- 4 In particular Act No. 235/2004 Coll., on Value Added Tax, as amended.
- 5 In particular Act No. 253/2008 Coll., on selected measures against money laundering and the financing of terrorism, as amended, and Act 69/2006 Coll., on the implementation of international sanctions, as amended.
- 6 In particular Act No. 284/2009 Coll. on payment systems, as amended.
- 7 In particular Act No. 586/1992 Coll. on income tax, as amended.
- 8 In particular Act No. 89/2012 Coll., the Civil Code, as amended.