

CSOB GENERAL BUSINESS TERMS AND CONDITIONS



COMMON PROVISIONS

1. Ceskoslovenska obchodni banka, a.s., registered office at Radlicka 333/150, 150 57 Praha 5, ID No. 00001350, registered in the Commercial Registry of the City Court in Prague, Section B: XXXVI, Entry 46 (hereinafter referred to as "CSOB") issues the CSOB General Business Terms and Conditions (hereinafter referred to as the "GBTC") pursuant to provisions of Section 273 Law No. 513/1991 Coll., of the Commercial Code and pursuant to the Payment System Act. Legal relationships between CSOB and a legal entity or a private individual in providing services, products and making bank operations within CSOB business activities (hereinafter referred to as "banking services") shall be governed by the laws of the Czech Republic (hereinafter referred to as the "CR").
2. The GBTC shall apply to all contractual relations between CSOB and a legal entity or a private individual who is provided with CSOB banking services (hereinafter referred to as the "Client") including persons who act on behalf of the Client or on his account. The GBTC shall become a part of each contract or agreement made between CSOB and the Client and specify a part thereof unless the respective contract stipulates otherwise.
3. The GBTC shall be extended by particular business terms and conditions for selected products and services provided by CSOB (hereinafter referred to as the "Product Terms and Conditions"). Should there be any other provisions different from those stipulated herein the business terms and conditions for particular products and services shall prevail. Payment services pursuant to the Payment System Act are provided by CSOB in accordance with separate account agreements, contracts on payment means, execution of the payment transactions, or other agreements or contracts the subject to which is providing payment services. Parts of agreements may also be the respective product terms and conditions. Account agreements, contracts for payment means, execution of cash payment transactions, or other agreements or contracts the subject to which is providing payment services, product terms and conditions and the GBTC separately and in common make a contract for payment services pursuant to the Payment System Act (hereinafter referred to as the "Master Agreement"). Contracts for payment services are made for an indefinite period of time, in Czech, unless it has been agreed upon between CSOB and the Client otherwise. While a contractual relationship with CSOB is in effect, CSOB provides clients with information as required by the Payment System Act unless the contracting parties agree otherwise. There is no automatic right to the establishment of a contractual relationship with CSOB.
4. When providing banking services, CSOB must identify the Client or the person acting on his behalf or at his expense. With a legal entity it must identify the controlling person and the real owner of the legal entity. This identification according to the legal regulations and to the extent they stipulate will be made in particular for payment transactions the amount of which exceeds that stipulated in the legal regulations. If the Client (or persons acting on his behalf or at his expenses) refuse to be identified, the service(s) will not be provided. CSOB must reject Clients insisting on anonymity. Pursuant to legal regulations with respect to measures against the legalisation of income from crime and financing terrorism, CSOB shall be entitled to ask the Client to submit required documents or deliver additional identification information any time in the period of the contractual relationship, in particular provide evidence supporting the origin of funds remitted to the Client's account, his quality and obligations or trustworthiness. CSOB shall be entitled to make copies of all documents submitted by the Client for its own needs. CSOB shall be entitled not to execute any payment transaction of the Client, with whom the risk of legalisation of income from crime or financing terrorism is connected, or should it be suspected pursuant to legal regulations for making international transactions that the Client's business is subject to international sanctions, or not to execute any payment transaction which is justifiably deemed not to be in compliance with legal regulations.

ESTABLISHMENT, MAINTENANCE AND CANCELLATION OF ACCOUNTS

5. CSOB establishes and maintains current and deposit accounts (hereinafter referred to as "Accounts") in Czech crowns (hereinafter referred to as "CZK") and in selected foreign currencies in accordance with an account agreement between CSOB and the Account Holder, private individual or legal entity (hereinafter referred to as the "Account Holder") made in a form pursuant to the law. There is no automatic right to the establishment of an account agreement. The Account shall be disposed of by the Account Holder only. Another person shall be entitled to dispose of the Account only in accordance with a specific power of attorney granted by the Account Holder and prepared in a form pursuant to the law. The disposal of the account shall be all legally binding actions resulting in the establishment, changes in, or termination of the account agreement.
6. Within the range of products and services CSOB establishes Accounts for
 - a) private individuals – accounts for personal/non-business activities
 - b) private individuals entrepreneurs – accounts for business activities
 - c) legal entities (commercial companies and co-operatives) – accounts for business activities
 - d) other legal entities (for example municipalities, institutions receiving contributions from the state budget and non-profit organisations, associations, foundations etc.) – accounts for other than business activities
7. Accounts established by CSOB pursuant to sub-paragraph 6a) are not intended for business while accounts established pursuant to sub-paragraph 6b) are not intended for private purposes.
8. Unless the account agreement stipulates otherwise the name of the Account of private individuals shall be their surname and name while the name of the Account of legal entities shall be the business name/name and the name of the Account of private individuals entrepreneurs registered in the Commercial Register shall be the business name. CSOB shall establish neither anonymous accounts nor accounts for several persons.
9. Upon the conclusion of the account agreement the Client shall usually submit documents as set out below:
 - a) private individual Czech – identity card
 - b) private individual foreigner – identity card or other documents as may be required by CSOB
 - c) private individual entrepreneur – trade license and identity card (or a proof of identity to be submitted by foreigners)

- d) legal entity – original or verified copies of documents certifying the establishment or existence of the legal entity, proof of the controlling person and the real owner of the legal entity or a representation of the legal entity's real owner (as stipulated at www.csob.cz) should it not be evident from documents certifying the establishment or existence of the legal entity and the actual document showing the manner of the statutory body's acting and other document(s) as required by CSOB. A private individual acting on behalf of a legal entity shall submit the documents in accordance with Paragraph 9a) or 9b).

CSOB is entitled to require other documents to be submitted for selected types of operations particularly in the field of lending.

10. In order to establish an account for depositing funds intended for the share capital of a commercial company or co-operative the Client shall submit any of the following documents: memorandum of association, deed of incorporation which specifies the deposit administrator, or notary report from the meeting establishing the co-operative. The title to deposits shall pass to the company (co-operative) as of the date of establishment.
11. CSOB shall declare a minimum amount to be deposited in the account. The Account Holder shall be obliged to keep in his account funds corresponding to the minimum deposit for the concrete account and concurrently sufficient to cover the fees for products and services for the respective period unless the agreement stipulates otherwise.
12. The Account Holder is entitled to give CSOB a payment order to execute a payment transaction (hereinafter referred to as "dispose of funds in the account"). The Account Holder disposes of funds in the account in accordance with the respective legal regulations, contractual provisions, the GBTC and the respective product terms and conditions. The funds in the account may also be disposed of by persons authorised for this purpose by the Account Holder. In this case the Account Holder will sign in front of a ČSOB employee a document Authorisation to Dispose of Funds Deposited in Accounts/Securities in Property Accounts (hereinafter referred to as the "Authorisation") specifying the Authorised Persons and the type and method of disposing of the funds. Authorised Persons are entitled to dispose of funds in the account according to the Account Holder's decisions in writing or via CSOB electronic banking, including payment cards. Payment cards will be issued to Authorised Persons by ČSOB in accordance with special contractual provisions with the Account Holder.
13. The Client will provide a specimen signature on the respective form (hereinafter "Signature Specimen") according to which the authorisation of written payment orders in accordance with Paragraph 29 of the GBTC and cash withdrawals are verified. The Client can use a maximum of two signature specimens; one signature specimen can be used by him as the Account Holder and one signature specimen can be used by him as an Authorised Person. CSOB recommends that Clients' signature specimens should be different from the current manner of signing used in business relationships between the Client and CSOB. The new signature specimen can be used to verify written payment orders and cash withdrawals from 4 p.m. of the next working day after being established at ČSOB.
14. The Account Holder is entitled to recall the Authorisation and grant a new Authorisation, i.e. recall the Authorised Persons and appoint new Authorised Persons and change the extent of their authorisation. An authorisation recall is effective immediately if done in person at the branch; if the Authorisation is not recalled in person it will become effective on the day it is delivered to ČSOB.
 - A new or modified Authorisation becomes effective immediately.
 - a) If there is a valid signature specimen of the Authorised Person specified in a Personal Data form and no new signature specimen is established, or the existing signature specimen is not amended so the Authorisation and signature specimen are ready for immediate verification.
 - b) If a new signature specimen is established the signature specimen of the Authorised Person or the Personal Data of an Authorised Person in the Personal Data form is changed the new signature specimen will apply from 4 p.m. of the next working day.
15. The Authorised Person shall be entitled to dispose of funds deposited in the account, check actual balance in the account, check transactions and funds in the account, deliver written instructions to CSOB and pick up account statements and all correspondence for the Account Holder unless it is marked with a restriction (for the Account Holder only). All other rights with respect to account maintenance arising from the account agreement shall only be exercised by the Account Holder.
16. The Account Holder will be entitled, in extraordinary cases, when disposing of funds in the Account to authorise a third person to carry out a single act through a specific power of attorney which will explicitly specify this act. The signature of the Account Holder on the power of attorney shall be officially verified unless the power of attorney is signed in front of the CSOB employee. CSOB is entitled to ask the power of attorney for a single act to be delivered to the CSOB branch at which this single act should be done five banking days before the date of the single act.
17. The Account Holder and the Authorised Person shall be responsible for his current, correct and complete data delivered to CSOB in accordance with legal regulations, which the Account Holder and the Authorised Person shall confirm by his signature on the respective form in front of an employee of the CSOB branch. CSOB is entitled to require officially verified signatures on all written legal actions of the Account Holder, which are not signed in front of a CSOB employee.
18. The Account Holder shall be obliged to inform CSOB immediately in writing about all changes to the data required upon the establishment of the contractual relationship and give evidence to changes by a valid identification document, or other document from which it is evident that a change has been made in accordance with legal regulations. The Account Holder must call at CSOB at any time to provide additional identification data that CSOB may require; he must ensure that the Authorised Person and the controlling person and the real owner of a legal entity also provide this. Failure to notify CSOB of these changes and to provide additional data will be deemed by CSOB to be non-adherence to CSOB's contractual terms and conditions.
19. CSOB shall be entitled to debit the Account Holder's Account without having the Account Holder's instruction under these circumstances:
 - a) settlement of fees for banking and related services according to the valid Price List

- b) corrective settlement of CSOB or another bank or savings or lending co-operative
 - c) payments of cheques, banking payment cards which CSOB has paid for the Account Holder and payment of due debit interest
 - d) withholding tax in accordance with legal regulations
 - e) CSOB obligations within execution proceedings (hereinafter referred also to as "execution") by law
 - f) other circumstances as stipulated in legal regulations, GBTC or particular agreement made with the Account Holder
 - g) mutual settlement of receivables (claims) and obligations
 - h) because of the return of an amount of an authorised direct debit transaction to the account of the payer's provider at his request
 - i) if it does not receive the amount to be transferred from abroad and the amount in a foreign currency to be transferred within the CR to a ČSOB account kept at a correspondent bank.
20. CSOB shall be entitled to set off funds due from the Client (both due immediately and later) and which have arisen in the maintenance of his accounts or other banking products. CSOB shall be entitled to set off mutual claims if the Client's claims, both due immediately and later) arise with respect to the maintenance of his account or for another reason. The Account Holder is not entitled to assign his rights or claims against ČSOB or to pledge claims against CSOB arising from the Account Maintenance Agreement without the explicit written consent of CSOB.
21. The Account Holder and CSOB shall be entitled to withdraw from the account agreement which constitutes a master agreement without having to give any reason while the period of notice shall be that as stipulated in the respective product terms and conditions or therein.
22. CSOB shall be entitled to withdraw from the account agreement and cancel the account if at least the minimum amount is not deposited within 10 working days into the account. CSOB shall be entitled to withdraw from the account agreement should the Account Holder or Authorised Person seriously break contractual terms and conditions. Any non-permitted debit balance shall be deemed to be a serious breach of the terms and conditions stipulated in the account agreement.
23. Should the account agreement become extinct CSOB shall settle the claims and obligations with respect to the Account and shall cancel it. CSOB shall dispose of the account balance according to a written instruction from the Client. Should the Account Holder not give any instruction what to do with the account balance CSOB shall cancel the Account and register the amount without any interest accrued thereon until the right to receive it is lapsed. Should the account agreement be made for a fixed period of time CSOB shall proceed in similar way.
24. Pursuant to the respective legal regulations CSOB shall provide for the transfer of cashless pensions to accounts established in accordance with Paragraph 6a.
25. Upon the death of the Account Holder CSOB shall proceed in accordance with the respective legal regulations or Account Holder's instructions, if any.
26. CSOB shall be entitled to debit funds from the Account Holder's account that had been remitted to the Account after the death of the respective person (beneficiary) in accordance with the instructions of the social security body, which is entitled to pay pensions pursuant to the legal regulations of the Czech Republic. CSOB is entitled to proceed in the same way if social allowances are remitted from abroad should it be agreed upon with the Account Holder.

PAYMENT TRANSACTIONS

27. CSOB shall transfer funds pursuant to valid legal regulations. In order to execute payment transactions current accounts denominated both in CZK and foreign currencies shall be used while deposit accounts are intended for depositing. Payments in CZK from another local bank to ČSOB received 7 calendar days before the disposal period are credited to the deposit account on the due date of the deposit. Payments received by ČSOB earlier than 7 calendar days before the disposal period will be sent back to the payer. Payments cannot be made from/to foreign countries and in foreign currencies in the Czech Republic.
28. The Client shall be entitled to dispose of funds in the account according to payment orders whose form is approved by CSOB or payment means (electronic distribution channels and payment cards) in accordance with the respective contractual provisions up to the disposable balance thereon, or contractually agreed loan. The Client is also entitled to dispose of funds in the account according to private cheques which shall have to be drawn only on the respective private cheque forms which CSOB issued to the Client's account (Principles for the issuance of CSOB private cheque forms and acceptance of cheques drawn on these forms for cashless, or cash clearance are governed by separate business terms and conditions).
29. CSOB executes only authorised payment transactions. A payment transaction is authorised if the Client has given his approval.

Approval of a payment transaction (or authorisation of a payment transaction) shall be:

- a) payment transaction executed in accordance with a written payment order – Client's signature according to the signature specimen and/or specification of another contractual or CSOB set up way of authorisation,
- b) payment transactions executed by payment/deposit cards – Entering PIN for a withdrawal or deposit of funds at ATM, entering PIN or signature of the payment card holder, or combination of both methods by type and kind of the payment card in cashless payments at merchants, or entering the number of a virtual or classic payment card or protective group of three digits of the Card Security Code (CSC) card, Card Verification Value (CVV), Card Verification Code (CVC) which is analogous to the PIN in cashless payments on the Internet and so-called MO/TO operations,

- c) payment transaction made via electronic distribution channels - specification of authorisation elements specified in the terms and conditions for the respective service of CSOB Electronic Banking.

Giving an approval the Client concurrently confirms that before authorisation of a payment transaction he has executed himself acquainted with the relevant information to this payment transaction.

- 30. CSOB will execute a payment transaction provided all the terms and conditions are concurrently fulfilled as set out below:
 - a) filling in a payment order in accordance with the GBTC and product terms and conditions,
 - b) delivery of the payment order by the deadline determined by CSOB,
 - c) providing for sufficient disposable funds for execution of the payment transactions in the Client's account including the respective fees,
 - d) fulfilment of other potential terms and conditions stipulated in legal regulations.
- 31. The completeness, material correctness and truthfulness of data on the payment order is the responsibility of the Client. CSOB is entitled to refuse execution of payment orders which /i/ are not filled in according to the CSOB terms and conditions stipulated in the GBTC and the respective product terms and conditions and/or /ii/ do not fulfil other terms and conditions for their execution. In this case CSOB shall not be liable for damage the Client may incur due to non-execution of the payment transactions. It shall inform the Client about the non-fulfilment of the respective payment order in an agreed upon manner.
- 32. CSOB shall execute only payment orders delivered/handed over to CSOB in a manner as stipulated in the respective product terms and conditions or as agreed upon with CSOB.
- 33. CSOB accepts cash deposits in favour of accounts denominated in CZK and selected foreign currencies in the whole CSOB branch network. Cash deposits and withdrawals in foreign currencies are made only in the currencies listed on the CSOB exchange list (foreign currency section).
- 34. The terms and conditions for the execution of cash deposits and withdrawals are stipulated in the respective product terms and conditions.
- 35. The provisions applicable to payment transactions shall not apply to documentary payments (L/C, collections, guarantees), bills of exchange and cheques, which are subject to specific terms and conditions.

CONVERSION/EXCHANGE OPERATIONS

- 36. Conversion/exchange operations will be carried out in accordance with the CSOB exchange list valid on the day of executing the payment order, or the operation. If the counter-value in CZK exceeds the limit specified by CSOB (i.e. CZK 1.5 million or the equivalent in a foreign currency), the exchange rate derived from the actual rate of the inter-bank exchange market will be used. If exchange rates on the inter-bank exchange market fluctuate substantially, CSOB will be entitled to change the CSOB exchange list during the working day. CSOB is entitled to determine in the Price List a limit on the number of conversions / exchanges between accounts of the same client. If the Client exceeds the limit of conversions / exchanges CSOB will be entitled to block the payment instrument giving the instruction to carry out a conversion / exchange.
- 37. The instructions for conversion/exchange operations shall include the currency of the payer's and the recipient's accounts and the currency of the amount to be transferred (should it not be stated the currency shall be understood to be CZK).
- 38. Information about exchange rates (the exchange list) will be made public in the operating premises of all CSOB branches and also at www.csob.cz. For payment transfers with conversion between the accounts of a client ordered via electronic distribution channels the client can get information about exchange rates via the respective electronic distribution channel.

TERMS AND DEADLINES

- 39. CSOB executes payment transactions by the deadlines as stipulated in the Payment System Act. Both the point in time of the receipt of the payment order (day/hour) and the form (written or by payment means) will be decisive for the purpose of determining payment transaction terms.
- 40. Should the payment order be received outside of CSOB working hours, or for a term after the deadline determined by CSOB for certain types of payment transactions elapses, the payment order shall be considered to be received at the beginning of CSOB working hours the next day.
- 41. The terms and deadlines for the delivery of payment orders determined by CSOB are stipulated in the respective product terms and conditions unless agreed otherwise between CSOB and the Client.
- 42. CSOB shall credit the Client's account after the respective CSOB account is credited and CSOB receives the documents necessary to provide the beneficiary with the amount transferred unless it is stipulated otherwise in product terms and conditions or between CSOB and the Client.
- 43. The terms stipulated in the Payment System Act may be extended if CSOB follows legal regulations regarding measures against the legalisation of income from crime and terrorism financing.

STATEMENTS, COMPLAINTS, BLOCKING

- 44. The Account Holder shall be informed about executed payment transactions in the form of account statements. Account statements are made accessible to the Account Holder in the manner and intervals as stipulated in the account agreement. As standard, CSOB will send account statements either by post or electronically via the CSOB electronic banking service.
- 45. Having received the account statement the Account Holder shall be obliged to check the sequence of accounting, correctness of the balance and payment transactions executed. Should he find any discrepancy or non-settlement

of realisable payment transactions, he shall be obliged to report defects and claim for correction without any undue delay after he learns about the defect incurred but no later than by the deadline stipulated in the respective legal regulations.

46. Should the manner of making access to account statements "in writing by mail" be agreed upon and the Account Holder not inform CSOB about the change of his address to which his account statements are delivered, CSOB shall be entitled, after the statements are returned by Ceska posta, s.p. several times, to suspend account statement delivery. In such a case it will apply that CSOB has made account statements accessible to the Account Holder.
47. After the calendar year elapses CSOB shall inform the Account Holder about the account balance via the account statement for December. If CSOB and the Account Holder agree on making account statements accessible only electronically this information shall be available only in this electronic form via the respective service of CSOB electronic banking used by the Client. Should there be an agreement that the Client shall pick up the statements in person at a CSOB branch CSOB shall be entitled, after the calendar year is terminated, to send him written information about the amount in this account to the address given in the respective agreement. CSOB is entitled to shred uncollected statements for the previous calendar year after 3 months of the end of the calendar year. During contractual relationships with clients ČSOB is entitled to change picking up statements in person at ČSOB branches to the standard delivery of account statements by post or electronically via the ČSOB electronic banking service.
48. The Client shall be obliged to inform CSOB about all facts with respect to the banking services provided to him which might result in his groundless enrichment, or damage to CSOB.
49. CSOB shall accept and handle Client complaints and claims in accordance with the CSOB Guarantee Guidelines which are available at CSOB branches and at www.csob.cz.
50. CSOB shall be entitled to block funds deposited on the Account Holder's account in accordance with a court decision or decision of another respective body, and levy execution or other legal proceedings pursuant legal regulations. Should the account balance be higher than the claims (receivables) affected by execution or another legal proceedings, CSOB shall be entitled to transfer the funds identical to the claims affected by execution or other legal proceedings to a specific "technical" account and block them. Interest on funds transferred to the specific technical account shall remain unchanged. The funds exceeding the blocked amount shall be available on the Account Holder's account without any restriction. Should an execution be levied on claims from a time deposit account the deposit or a part of the deposit identical to the claim affected by execution shall become due as of the date of delivery of the notification on legal power of the execution decision to CSOB.

PRICES AND FEES

51. CSOB shall be entitled to collect fees for banking services provided to clients pursuant to the valid Price List as of the date of fee charging. The current version of the Price List shall be available at CSOB operating premises and at www.csob.cz.
52. Should the service require other documentation to be submitted and the Client agrees to it being provided, CSOB shall be entitled to ask compensation of such expenses.

INTEREST, TAXES, DEPOSIT INSURANCE

53. CSOB shall apply interest to the Client's funds deposited in the account in accordance with CSOB interest rates and rules for the respective currency. Interest rates shall be specified for particular currencies, periods and products. Actual interest rates shall be available via Notices of Ceskoslovenska obchodni banka a.s. on Interest Terms and Conditions of Deposits and Loans in CZK or Notices of Ceskoslovenska obchodni banka a.s. on Interest Terms and Conditions of Deposits and Loans in Foreign Currencies at the operating premises of CSOB branches and at www.csob.cz.
54. Income (interest, bonuses, winnings or other income) shall be subject to tax in the CR pursuant to legal regulations unless international treaties by which the CR is bound stipulate otherwise.
55. Insured deposits shall be deposits including interest kept under legal regulations.

MUTUAL COMMUNICATION

56. Communication between CSOB and Clients shall be conducted in Czech unless it has been agreed otherwise in the following manner:
 - a) by phone,
 - b) in writing,
 - c) electronically,
 - d) at Client Centres.
57. Documents and other communications will be delivered by CSOB to the residential address, registered office/place of business stipulated in the respective agreement, or to another agreed address; the agreed address can not be a ČSOB branch, or a PO BOX. CSOB shall send them as an ordinary consignment, registered mail or registered mail with receipt.
58. Should the consignment be sent as ordinary mail it shall be deemed to be delivered the fifth day after the dispatch.
59. Should the Client cause the delivery to be undeliverable and appropriate documents are returned via Ceska posta, s.p. the legal effect shall occur on the day when the consignment is delivered to CSOB. The same shall apply should the Client refuse to take delivery.
60. Documents and other communication intended for the Client not delivered by mail shall be collected at CSOB by the Client, or Account Holder, Authorised Person and other persons who are listed on the authorisation form signed in front of a CSOB clerk, or persons who shall submit a power of attorney signed by the officially verified signature of the Client.

61. Documents and other documentation of the Client shall be deemed to be delivered if they are delivered to any CSOB branch.
62. As regards documents in languages other than in Czech or Slovak, CSOB shall be entitled to ask the Client to submit an official translation of submitted documents at the Client's expense. CSOB shall not be liable for any delayed service or order due to the translation.

BANKING SECRECY AND PERSONAL DATA PROTECTION

63. CSOB shall keep secret on all particulars, which are subject to banking secrecy pursuant to legal regulations. CSOB shall keep them secret even after the contractual relationships with the Client are terminated. CSOB shall provide information subject to banking secrecy only to authorised persons and institutions pursuant to legal regulations and within contractual agreements with the Client.
64. CSOB shall process the personal data of private individuals i.e. persons who intend to establish or have established with CSOB a contractual relationship, persons authorised to dispose of funds deposited in the account, persons recovering CSOB claims and statutory bodies and members of statutory bodies of legal entities, controlling persons and real owners of legal entities (hereinafter referred to as "subjects of data") for the purposes stipulated in the respective legal regulations, for the purposes of negotiating about providing a banking service, fulfilling CSOB contractual obligations, providing activities and services related to providing the respective banking service and its functions (e.g. preparing and distributing a service, processing, authentication and settling payment transactions, handling complaints or potential monitoring of payment transactions), protecting CSOB interests and rights, the justified publication of personal data of private individuals, offering business and services to the Client and as agreed upon with the Client in the scope of personal data delivered to CSOB by the private individual which concerns him, or another person pursuant to Law No. 101/2000 of the Collection on the Protection of Personal Data and Changes in Some Laws as subsequently amended. The personal data of private individuals is processed both automatically and manually and may be provided to CSOB employees, processing entities or third persons with whom CSOB has established a contract for personal data processing, and who provide activities and services making an integral, or optional part of the services provided by CSOB, or other private individuals pursuant to the Law on Personal Data Protection, persons in accordance with an approval of the subject of data and persons authorised in accordance with legal regulations.
65. Persons who intend to establish a contractual relationship with CSOB provide their personal data as may be required by CSOB on a voluntary basis but on the part of CSOB the establishment of a contractual relationship is conditioned by the provision of this data.
66. Should the subject of data ask CSOB for information about the processing of their personal data CSOB is obliged to provide them with this information immediately pursuant to Law on Personal Data Protection. The information shall always contain the following
 - a) purpose of personal data processing,
 - b) personal data, or categories of personal data which is subject to processing including all information about resources available,
 - c) nature of automated processing in connection with its use for decision making whether, based on this processing, acts or decisions are made whose content is in interference with the rights and justified interests of the subjects of data,
 - d) for the provision of information, CSOB is entitled to ask the recipient, or categories of recipients for an adequate compensation not exceeding cost of information. The duty of CSOB to provide the subject of data with information as stipulated in Section 12 of the Law on Personal Data Protection may be fulfilled for CSOB by a data processing entity.
67. Each subject of data who finds or believes that CSOB or the personal data processing entity with whom CSOB has made a contract pursuant to Section 6 of the Law on Personal Data Protection executes processing of his personal data which is in discrepancy with the protection of private and personal life of the subject of data or in discrepancy with law, in particular should the personal data not be accurate with regard to the purpose of processing, is entitled to do as following
 - a) ask CSOB or the data processing entity for an explanation,
 - b) ask CSOB or the data processing entity for a remedy. In particular it may be the blocking, correction, amendment or liquidation of personal data. Should the subject of data's request be found justified, CSOB or the data processing entity shall immediately provide for a remedy. Should neither CSOB nor the data processing entity satisfy the subject of data they have the right to contact the Office for Personal Data Protection directly. The above-mentioned procedure does not prevent the subject of data from contacting the Office for Personal Data Protection directly on their own initiative. Should the subject of data incur damages other than to property a special law shall govern the assertion of their claims.
68. Pursuant to Law No. 101/2000 Coll. On Personal Data Protection and Changes on Some Laws as subsequently amended and Law No. 21/1992 Coll. On Banks as subsequently amended the subject of data agrees that:
 - a) CSOB will give the Client Information Registry Operator (for Client Information Registry Operator see the Information Memorandum of the Client Information Banking Registry and the Client Information Non-Banking Registry (for bank clients) – hereinafter the "Information Memorandum") the Client's personal identification data as stipulated in the Agreement (i.e. in the Client's application for concluding an agreement with CSOB or in existing contracts between the Client and CSOB) that must be gathered, processed and kept within this registry, or stipulated in the authorisation to dispose of funds deposited in the account as the case may be, including the Client's Birth No., personal data showing whether an agreement between the Client and CSOB has been concluded or not, personal data showing the Client's financial obligations that have been incurred, that will be incurred or may be incurred towards CSOB in connection with the agreement and about the obligations of the Client, personal data about the security of his obligations arising from the agreement, or other personal data showing the financial quality and

- credibility of the Client which he has given or will give to CSOB or which CSOB has obtained or will obtain in connection with fulfilling or not fulfilling the Agreement if it involves a Client provided with a loan or a Client who failed to fulfil his obligations stipulated in the account agreement;
- b) The Operator of the Client Information Registry will make the above-mentioned Client's personal data available (in the form of an informational file) to all authorised users of the Client Information Registry (for authorised users of the Client Information Registry see the Information Minimum for Bank Clients Provided with Loan Facilities) who are duly approved by the Client, or are entitled pursuant to the law;
 - c) All authorised users of the Client Information Registry who have access to the above-mentioned client information will process this information, also with other clients' personal data which is justifiably processed by them;
 - d) CSOB will pass the above-mentioned Client's data to (i) persons controlled by CSOB and (ii) persons controlling CSOB and (iii) persons controlled by any of persons who control CSOB, in particular to Hypoteční banka, a.s. (ID No. 135 84 324), ČSOB Factoring, a.s. (ID No. 457 94 278), ČSOB Leasing, a.s. (ID No. 639 98 980), Českomoravská stavební spořitelna, a.s. (ID No. 492 41 397), ČSOB Pojišťovna, a. s., člen holdingu ČSOB (ID No. 455 34 306) a Československá obchodná banka, a.s. (ID No. 36 854 140) (hereinafter referred to as "Person(s) Related to CSOB") so that the terms "control", "controlling person" and "controlled person" shall have the meaning stipulated in Section 66a of Law No. 513/1991 Collection, Commercial Code as subsequently amended and these companies will process the above-mentioned Client's personal data for purposes stipulated herein, and also with other Client's personal data which is justifiably processed by them; the list of persons related to CSOB is available at www.csob.cz among information regularly published;
 - e) Persons related to CSOB will give CSOB the Client's personal data showing his contractual relationships with each of them and that CSOB will process this personal data for the purposes stipulated herein, and also with other clients' personal data which is justifiably processed by CSOB.
 - f) CSOB gets information about the financial quality, payment discipline and credibility of the data of the entity, which is necessary for the assessment of the client's loan application, particularly from databases of the operator of client information registry and the SOLUS association.
 - g) CSOB will make and keep sound records of telephone calls with the Client. These sound records archived by CSOB in a safety manner in the electronic form are intended for the improvement of the quality of services provided and protection of justified interests of both the Client and CSOB.
69. The purpose of the Client's personal data processing approved by the Client is, in addition to those mentioned above, the following:
- a) registration purposes
 - b) establishment of a set of information showing the financial quality and credibility of the Client;
 - c) mutual providing information among justified users of the Client Information Registry and Persons Related to CSOB about the financial quality, payment discipline and credibility of the Client,
 - d) providing for the repeated assessment of the financial quality, payment discipline and credibility of the Client by authorised users of the Client Information Registry and Persons Related to CSOB,
 - e) updating Client's personal data provided by CSOB to persons related to CSOB
 - f) offering products and services by CSOB and Persons Related to CSOB or transactions, even via electronic channels.
70. The Client hereby gives his approval for the period of contractual relationships and the period of further ten years after he satisfies all obligations arising from agreements if they cease to exist upon proper fulfilment or another manner substituting proper fulfilment or the termination of the Agreement should financial obligations of the Client be terminated otherwise. Before giving his approval the Client has made acquainted himself with the latest version of the "Information Memorandum" which provides information about basic functions of the Client Information Registry including its structure, identification of the Operator of the Client Information Registry, list of authorised users of the Client Information Registry and persons authorised to participate in personal data processing within the Client Information Registry, provides advice of the Client's rights with respect to processing of his personal data in the Client Information Registry and the Client has been informed that the latest version of the informational document "Information Memorandum" is available at CSOB commercial outlets and on CSOB and CBCB Internet pages.
71. The Client hereby explicitly gives his approval and concurrently authorises CSOB to process personal data provided by him consisting of the name, surname, date of birth, birth no., address and ID No. should he break his contractual obligations which results in the rise of amounts due to CSOB from the Client amounting to two instalments or any other amount due from the Client overdue more than 30 days, including the birth number, in order to inform about the break of contractual obligations by the Client including the scope and nature of the breach, subsequent morale of payment of the Client and in order to protect CSOB's rights it will pass it for the above-mentioned reasons for further processing by the SOLUS association, which is an association of legal entities, ID No. 69346925 (hereinafter referred to as "SOLUS") which keeps a database of persons (debtors) who have failed to fulfil their financial obligations to pay properly for the financial service provided (i.e. loan, leasing, insurance, credit cards, sales per instalment etc.) or its legal successor. The Client agrees that SOLUS will use for data processing services of data processing entities. The Client agrees that SOLUS will make available the personal data to be processed including the birth number via the data processing entity to its members exclusively for the above-mentioned purposes. The Client's approval is given from the date of validity of the agreement and furthermore for the period of three years following the date of payment of the last financial obligation toward CSOB. The actual list of members of the SOLUS association is available at the address www.solus.cz and in the CSOB Head Office.

72. CSOB is entitled to provide banking information about its clients with their approval to third persons should they require it. Banking information serves as an informational resource in the establishment of new business contacts, maintaining the transparency of business relationships and strengthening the trust between business partners.
73. In order to clear the local payments denominated in CZK correctly CSOB, pursuant to legal regulations, provides the bank contact of the Client to other institutions in the CR dealing with payments, and communication bodies in the CR who will also receive the address of the Client.
74. Should the Client be a legal entity, the Client's personal data shall be data corresponding to the respective personal data pursuant to Paragraph 68 Letter a) of the GBTC.

FINAL PROVISIONS

75. The body supervising CSOB activities in the field of providing payment services is the Czech National Bank, registered office Na Příkopě 28, 115 03 Praha 1.
76. The Client is entitled to lodge a complaint to the supervisory body.
77. Clients are entitled to contact the financial arbitrator with regard to disputes which may arise between them and CSOB. The Client's right to contact the court shall not be affected.
78. CSOB is bound to adhere to Standard No. 22 "Mobility of Clients in Changing a Bank" of the Czech Banking Association (hereinafter referred to as the "CBA"). This standard stipulates the binding principles and rules applicable to changing banks, making it easier for a client to move from one bank to another. Furthermore, the Bank is bound to adhere to CBA Standard No. 18/2005 "Principles of Providing Loans for Housing-Related Pre-Contractual Information" and CBA Standard No. 19/2005 "Banks vs. Clients Behaviour".
79. Pursuant to legal regulations, CSOB shall not be liable for damages caused under circumstances beyond the will of CSOB, which CSOB is not able to divert or overcome, and which hinder it fulfilling its duties. Should any event excluding liability occur CSOB shall take measures in order to mitigate the impact on the Client which it is assumed reasonably to do.
80. The Client shall be obliged to advise CSOB immediately of the loss or theft of his identity card, payment instruments as stipulated in the respective product terms and conditions and payment means which he uses in accordance with the contractual provisions with CSOB including the loss of security elements to these payment means. In such cases, it is possible to limit withdrawals (for example blocking the account and payment card) at the Client's request. The responsibility of CSOB and the Client for any damages due to the misuse of the identity card of the Client, payment instruments and payment means is stipulated in the respective product terms and conditions.
81. Should the Client provided with a loan die, CSOB is entitled to stop the drawdown of the loan facility.
82. CSOB shall be entitled to suggest changes in the General Business Terms and Conditions and the terms and conditions for the respective products and services. CSOB shall make the Client acquainted with the General Business Terms and Conditions and the terms and conditions for the respective products and services at the operating premises of CSOB branches and at www.csob.cz at least two months before the changes take effect. It shall inform the Client about any changes thereto in writing, usually by a notice on the account statement by the same deadline. If the Client does not reject the suggested changes before their effective date, it will be considered that he has accepted them. If the Client rejects the suggested changes he will be entitled to terminate the agreement or a contract affected by the suggested changes, or all agreements that constitute a master agreement immediately.
83. The General Business Terms and Conditions shall not apply to products and services provided via the distribution network of the Postal Savings Bank (Postovní spořitelna).
84. Should there be any other language version of these General Business Terms and Conditions, the Czech version shall prevail.
85. The General Business Terms and Conditions shall become effective as of December 1, 2011 and replace those of April 1, 2011.

CSOB GENERAL BUSINESS TERMS AND CONDITIONS



EXPLANATION OF TERMS

Client	A private individual or legal entity who is provided with CSOB services on a contractual basis, who showed his desire to conclude a contract with CSOB to obtain banking services who is authorised to dispose of funds deposited in the account of the person who has established a contractual relationship with CSOB, or who gives CSOB an instruction to dispose of the funds in the account in any form
Account Holder	A private individual or legal entity with whom CSOB has made an account agreement
Authorised Person	A person authorised by the Account Holder to dispose of funds
National	A private individual with permanent stay in the CR or legal entity with registered office in the CR
Foreigner	A private individual or legal entity with no permanent stay or registered office in the CR
Payment Order	The Client's instruction to CSOB to execute a payment transaction.
Payment Transaction	Depositing to, withdrawing or transferring funds from an account.
Payment Means	Equipment or a set of procedures agreed upon between CSOB and the Client which are related to the person of the Client and by which the Client places a payment order (e.g. payment card, CSOB Linka 24 service, CSOB Mobil 24, CSOB InternetBanking 24 etc.
Payment Service	A service enabling the Client to deposit funds to an account and withdraw funds from an account, transfer funds at the payer's initiative, transfer funds at the beneficiary's initiative with an approval which the payer has given to the beneficiary, provider of the beneficiary or his provider (direct debit), transfer funds which has been initiated by a payment means, issuance and administration of the payment means and equipment to accept the payment means.
Provider	Provider of a payment service (hereinafter referred to as the "Provider" shall be CSOB, CNB, other domestic banks, foreign banks and foreign financial institutions, savings and lending co-operatives, electronic money institutions, foreign electronic money institutions, small-sized providers of payment services, payment institutions, foreign payment institutions, small-sized providers of payment services under the terms and conditions stipulated in the Payment System Act
Payer	A Client whose payment account should be debited with funds in order to execute a payment transaction or who places funds at disposal for a payment transaction to be executed.
Beneficiary	A Client whose payment account should be credited with funds in accordance with a payment order, or whom funds should be placed at disposal in accordance with a payment order.
Banking Information	Information which contains the Client's identification data (name, surname, address of permanent or other residence, business name/name, registered office, ID No., date of incorporation in the registry stipulated in law, data on members of the statutory body, share capital, business activities, period of contractual relationship with CSOB, basic information about accounts (if an account is active and whether account balances are on the credit side while the balance is not specified), CSOB statement on loans and Client's obligations towards CSOB (assessment whether loans are repaid properly and on time without specification of the amount of loans and type of loan facility), assessment of Client's creditworthiness and potential recommendation of business relationships.