

### ARTICLE I. DEFINITIONS

**Contract** means a contractual document, namely, the Contract to provide ČSOB Banking Services for Application of Corporate Electronic Banking within the Framework of eBankingForBusiness Portal, a part of which is formed by these Business Terms and Conditions for eBankingForBusiness Portal, as well as any other Documentation which has been expressly referred to, among others, any Annexes, amendments and supplements, which may be subsequently agreed by the Parties in writing .

**Terms and Conditions** means the Business Terms and Conditions applicable to the eBankingForBusiness Portal.

**Annexes and Amendments** means the documents which the parties attach to the Contract, based on their mutual agreement. All the Annexes and Amendments are subject to the Terms and Conditions of this Contract.

**Authentication** means the process of identifying a person/entity on the basis of ownership of a trustworthy certificate.

**Client** means each and any natural person or corporate entity, who or which signs the Contract as a part of his or its business and exclusively within his or its own professional position.

**Certification Authority (abbreviated CA)** means the company providing comprehensive services of certificate issue and administration. At the time of signature of the Contract it involves Isabel NV with its registered office at Keizerinlaan, 13-15, 1000 Brussels or První certifikační autorita, a.s. („First Certification Authority, Ltd.”) with its registered office at Podvinný mlýn 2178/6, Praha-Libeň. Certification services are provided in accordance with this Contract and the conditions of applicable Certification Policy.

**Certification Policy (abbreviated CP)** specifies the rules for the Certificate issue, as well as its administration, utilization, termination, invalidity and other activities connected therewith. It involves both the [PKI@KBC](#) Certification Policy, setting forth the rules of Certificate applicability to a specific community or application class with common safety requirements. The full draft of the Certification Policy for the Certification Authority, namely, Isabel NV can be found on the following web sites: [http://www.kbc.com/certificate\\_policy](http://www.kbc.com/certificate_policy). In the event of the Certification Authority, namely, První certifikační autorita, a.s. („First Certification Authority, Ltd.”) the full draft of the Certification Policy can be found on the following web site: [www.ica.cz](http://www.ica.cz).

**Certificate** means the Digital Certificate issued by the Certification Authority.

**List of Withdrawn Certificates** means the list of withdrawn Certificates, which has been digitally signed by the issuing Certification Authority.

**Digital Certificate** means the public key of the entity together with the identity and certain other provided information on the entity, which cannot be forged due to its encoding, using the private key held by the Certification Authority which has issued it (the public key).

**Documentation** means the documentation provided by the entity within KBC Group for eBankingForBusiness.

#### **Intellectual/Industrial Property Rights -**

These rights include as follows:

- I) trade marks, service marks, their names, certification signs, business names and other indications of origin, as well as the goodwill connected therewith;
- II) inventions, discoveries and improvements, whether patentable or not;
- III) business secrets;
- IV) work with possible copyrights, including written texts, databases, computer software programs and documentation; and
- V) copyrights and similar intellectual or industrial property rights.

**Electronic Banking Application** means the application of electronic banking provided by an entity within KBC Group.

**KBC Group Entity** means the entity belonging to KBC Group. KBC Group includes KBC Group NV with its registered office at Havenlaan, 2, 1080 Brussels, as well as all the direct and indirect subsidiaries of KBC Group NV, including their international affiliates. Accordingly, ČSOB being the provider of electronic banking within the framework of eBankingForBusiness is considered a KBC Group Entity.

**Access Means** stands for the required access and means of Authentication, such as the issued Certificate, password and other specific access procedures and facilities, including eBankingForBusiness Card and/or ICA Card.

**eBankingForBusiness Card** means the chip card on which the Private Key of the Certified User is kept and which is used by this Certified User to create the electronic signature. Electronic signature is created on the eBankingForBusiness Card.

**Party or Parties** are defined herein as the Client, and/or KBC Group Entity.

**eBankingForBusiness** means the products enabling the User to attach the electronic signature at the message end by means of the data by which he can create the Certificate and guarantee the signature. This electronic signature may be only used in connection with KBC electronic banking applications.

eBankingForBusiness enables the User access to the electronic banking applications, as referred to under the Contract to Provide Services, and to initiate and confirm transactions.

**Private Key** means that part of the pair including the public and private keys, which is known to the Entity only.

**Public Key** means that part of the pair including the public and private keys, which may be disclosed in public or distributed without degrading the safety level of the cryptographic system.

**Registration Authority (abbreviated RA)** means the entity being responsible for the Client's and User's identification. At the time of signature of the Contract ČSOB as an entity within KBC Group is deemed to be RA. The Registration Authority neither signs, nor issues the Certificates. The Registration Authority may assist in the process of an application for the Certificate or its withdrawal, and/or both of them, as stipulated by the applicable Certification Policy.

**User** means the certified natural person, which has been properly identified and authorized to utilize eBankingForBusiness services on behalf of the Client within the scope of this Contract.

## **ARTICLE II. General**

These eBankingForBusiness Terms and Conditions form an entire framework of the contractual relationship between the KBC Group Entity and its Clients in respect of the services provided within the eBankingForBusiness framework.

## **ARTICLE III. Entering into Contractual Relationship**

For the purpose of utilization of eBankingForBusiness Services the Contract defined as above must be executed and delivered.

## **ARTICLE IV. Subject Matter of the Contract**

The Contract defines ČSOB's rights and obligations and those of its Clients in connection with eBankingForBusiness. In addition to the Contract, there are the requirements set out by the Certification Policy and the requirements of the technical system relating to eBankingForBusiness and the Client confirms to comply therewith and to ensure that they have been complied with. Technical requirements are published on the following web sites: [www.csob.cz/w1se](http://www.csob.cz/w1se).

## **ARTICLE V. Registration and Certification**

### **5.01. General**

The procedure of providing eBankingForBusiness requires a prior registration by the Registration Authority and issuance of one or more Certificates by the Registration Authority. Registration and Certification Services are provided in accordance with the conditions of the applicable Certification Policy. The Certification Policy specifies, among others, the rights and obligations of the Parties in connection with the process of registration and certification, conditions governing the utilization, the time over which data are to be saved and the procedures used to withdraw the Certificate. Client undertakes to observe the Certification Policy.

### **5.02. Registration**

Registration requires from the Client to submit the information and documents required by the Registration Authority, including the Client's identity, legal authorization and other specific preconditions and powers.

In addition, for the purpose of issuance a Certificate each eBankingForBusiness User must be registered in the proper way and in compliance with the Certification Policy (hereinafter referred to as the "User/s").

The information required by the Registration Authority must be provided on behalf of each User and any User who is a natural person must agree with the Contract Terms and Conditions, applicable to Clients.

Client represents and warrants that all the provided information and/or documents and, wherever applicable, also the information and/or documents provided by Users are accurate. The Client acknowledges and accepts that the Registration Authority shall not be responsible in any manner whatsoever for a verification of the information provided by the Client. The Client shall notify in accordance with the Certification Policy the Registration Authority of any change of the information and documents provided by the Client. The Client is responsible for any damages caused by the inaccurate or incomplete information and/or documentation provided. The Registration Authority undertakes to incorporate any such change of this information provided by the Client and Users, in compliance with the appropriate procedures set out by the Certification Policy.

### **5.03. Certificate Issue**

The Certification Authority shall issue one or more Certificates to those Users which have been accepted by the Registration Authority and passed the registration procedure specified by the Certification Policy. The Certification Authority reserves the right to refuse issuance of a Certificate in accordance with applicable legal regulations relating to electronic signature and in compliance with the Certification Policy.

Client undertakes to inform those of the Users who are natural persons of all and any obligations accepted in connection with this Contract and to ensure that the Users have met these obligations. Any eBankingForBusiness utilization by the User shall be considered the utilization originating from the Client.

eBankingForBusiness enables the User to use the information by means of which a signature may be created and guaranteed by the Certificate so that the User could identify himself and attach his electronic signature at the message end. This electronic signature may be used in the connection referred to in the Terms and Conditions.

Certificates are issued for the period defined by the Certification Policy.

### **5.04. Certificate Withdrawal**

Client represents and warrants that he is aware of, accepts and observes the preconditions for the withdrawal, procedure for withdrawal and other Articles relating to the Certificate Withdrawal referred to in the Certification Policy.

## **ARTICLE VI. Client's Obligations**

### **6.01. General**

Client shall ensure that the eBankingForBusiness services are used in accordance with the Contract Terms and Conditions, technical specifications, manual, national and international legal regulations and in a generally responsible manner, however, exclusively for the allowed purposes and without infringement of any third party's rights.

Neither the Client, nor the Users are allowed to interfere with and to modify eBankingForBusiness. The Client is responsible for any damage which may result in consequence of modifications performed in eBankingForBusiness or its illegal or improper utilization by the Client or the Client's Users.

### **6.02. Client's Facilities**

Client is responsible for the selection, purchase and operation of hardware or other programs in which or with which eBankingForBusiness is to operate. The Client undertakes to install such computer system, which meets the technical requirements for eBankingForBusiness installation and use, both as regards hardware and software. Technical requirements for the system are made accessible to the Client by the KBC Group Entity. KBC Group Entity reserves the right to modify the requirements, with which the Client's software and hardware must be in conformance, at any time whatsoever.

Costs incurred by the eBankingForBusiness procurement, installation and operation shall be borne by the Client in full.

### **6.03. Safety and Control of Access Means**

eBankingForBusiness shall be made accessible to the Client after acceptance by the Registration Authority.

eBankingForBusiness consists of a combination of the issued Certificate, password and other specific access procedures and facilities (hereinafter referred to collectively as the "Access Means").

Access Means are strictly personal. The Client is responsible for the protection, confidentiality and safety and suitable use of the Access Means both by the Client himself and his Users and undertakes to take up all necessary steps to prevent any unauthorized person from obtaining the information regarding these Access Means and application thereof.

In the event of a loss, theft, violation of confidentiality or any risk of misuse of his Access Means the Client must notify the Registration Authority of the same in accordance with the Certification Policy.

Client is fully and unconditionally responsible for any utilization of the electronic banking applications, as well as all the unfavourable results which may arise, whether directly or indirectly, from such utilization, until the time when such notice has been given.

Client acknowledges and accepts that unless the Client has given the above notice or in the event a secret code has been recorded in a legible form on any object or in any document, maintained by the Access Means or any part thereof, or which has been transferred thereby or if the code has been recorded in any place wherever incidentally convenient, such case shall be considered gross negligence. The Client shall be responsible in the case of fraud, wilful intention, gross negligence or improper utilization of Access Means or any part thereof. The below mentioned cases shall be considered gross negligence under the following and other circumstances:

- a. recording of the secret code in any form whatsoever on the object or in the document maintained or transferred by the Access Means or any part thereof;
- b. affording the third party (including husband / wife, family member or friends) an opportunity to identify the secret code, and/or to use the Access Means or any part thereof;
- c. failure to notify the above loss or theft of the Access Means or any part thereof;
- d. failure immediately to notify the KBC Group Entity of:
  - any record in the account summarization or bank statements involving a transaction which has not been allowed; and
  - any error or irregularity recorded in the account summarization or bank statements;
- e. leaving the Access Means or any part thereof in the vehicle or at any place accessible to the public, with an exception of the case when they have been left in a locked drawer or cabinet. Places accessible to the public are understood those places which may be effectively entered by a great number of people even though they are not public places as such;
- f. failure to file a complaint with the Police Department within twenty four (24) hours after discovering the fact;
- g. utilization of the Access Means in the manner which means a breach of the Contract;
- h. failure to return the Access Means when asked for by the KBC Group Entity; and
- i. if the Client has not recovered the Access Means within the appropriate time back from the User/s disallowed to use them on behalf of the Client because of any reason whatsoever (e.g. in the event the Client has dismissed the User ).

If the KBC Group Entity has any reason to suspect that the confidentiality and/or safety of the Access Means has been violated or that the electronic banking has not been properly applied, the KBC Group Entity may suspend access to the electronic banking application.

In the event of theft or loss or if there is any doubt of maintaining the confidential nature of Access Means or if the information given in the Certificate does not comply any more with the actual facts the Client must withdraw the Certificate in accordance with the procedures referred to in the Certification Policy. The Client is responsible for any damages and loss caused or suffered by the Client, KBC Group Entity or third party in consequence of a delayed withdrawal.

## **ARTICLE VII. KBC GROUP Entity's – ČSOB Obligations**

KBC Group Entity undertakes to pay proper attention to compliance with the Contract. KBC Group Entity shall take up commercial steps to assure eBankingForBusiness continuity. KBC Group Entity cannot guarantee that eBankingForBusiness will meet specific expectations, objectives or the Client's or his Users' requirements.

The Client alone and under no circumstances KBC Group Entity is obliged to check that the Client's utilization of eBankingForBusiness is in conformance with all the legal regulations, decrees, ethical principles or contracts relating to these activities. The Client is obliged to inform of possible consequences of the eBankingForBusiness utilization those Parties with which the Client is going to communicate regarding eBankingForBusiness utilization. Client expressly acknowledges that the presently applicable laws and regulations may be changed in the future. The Client also agrees that he will consistently comply with any statutory changes and enable that his internal departments or advisors advised the Client.

KBC Group Entity may suspend the eBankingForBusiness availability on certain grounds, including e.g. maintenance. Each suspension shall be notified in such way considered convenient by the KBC Group Entity. No responsibility of the KBC Group Entity can arise in consequence of the suspension of services in any manner whatsoever and no claim for compensation can result therefrom either. Such suspensions shall not last longer than for a reasonable and acceptable period of time.

Updating, new versions or variants of the services may be notified by means of a public notice regarding the change.

#### **ARTICLE VIII. Changes**

KBC Group Entity reserves the right to modify the eBankingForBusiness technical characteristics and specifications at any time whatsoever, without notifying the same in advance.

#### **ARTICLE IX. Privacy**

ČSOB is an affiliated company of the international financial group headed by KBC Group NV, a Belgian banking and insurance corporation. Client data have to be handed over and transferred in order properly to be managed at the Group level.

Client data shall be only consulted and used by the companies under the umbrella of the above Group in those cases when it is necessary to meet the obligations set out by law or for the purpose of the relationship management with the Client. Client data shall be exclusively handed over to and processed by persons bound with confidentiality and only to the extent indispensably required to discharge their tasks.

In this connection the Client, natural person or legal entity, gives ČSOB his explicit consent to hand over all the processed client data to KBC Bank NV, KBC Verzekeringen NV and KBC Group NV (Belgium) and all their affiliated companies in the Czech Republic and abroad. A complete list of the KBC Group NV affiliated companies is available in the annual report of KBC Group NV or on <http://www.kbc.com>.

If the data are transferred outside the European Union, ČSOB shall proceed in full compliance with the regulations applicable to data protection.

Communications and data processing shall serve the following purposes: (i) *administrative purposes*, among others to monitor the transactions and all the services provided by ČSOB; (ii) *compliance with the legal duties*: among others, for the accounting, consolidation and statements at the Group level, prevention of criminality and frauds, requirement of the internal and external audits; (iii) *commercial purposes*: among others, management of client relationships and direct marketing events; and (iv) *any other authorized interests of ČSOB or one or more affiliated companies of KBC Group NV*: among others, the information on Client's solvency and creditworthiness, transaction control, safety, risk management, credits and losses at the Group level, as well as protection of statutory claims.

#### **ARTICLE X. Responsibilities of Parties**

The Parties acknowledge that the Articles of liability, namely, restrictions of liability referred to in the Certification Policy and the Contract, as defined above, shall apply to eBankingForBusiness.

#### **ARTICLE XI. Intellectual Property Rights**

KBC Group Entity is and remains the owner or person entitled to receive payments (performance) resulting from the Intellectual Property Rights and know-how connected with eBankingForBusiness and to use them for any other purpose shall depend on its sole consideration. The Client and/or Users have not been attributed to any other rights than those expressly provided by this Contract.

KBC Group Entity shall provide to the Client for each of the Users a not transferable, restricted and not exclusive licence to use eBankingForBusiness within the scope within which the KBC Group Entity makes accessible the software or documentation in connection with eBankingForBusiness. This use is restricted to the Client's own commercial purposes.

Client must take up all the required measures to protect the Intellectual Property Rights of KBC Group Entity, which are connected with eBankingForBusiness.

In the event of a complaint of the infringement of third party's intellectual property rights by a KBC Group Entity raised by the third party the Client undertakes immediately to advise thereof the KBC Group Entity, to provide all the information and support and to grant the KBC Group Entity the right to conduct any court proceeding and negotiation. Should the KBC Group Entity come to a conclusion that any program can infringe intellectual property rights of any third party, the KBC Group Entity shall select

itself, whether to modify the program distinguished by such infringement, to be implemented in such way that the question of infringement does not arise any more or to acquire the right on behalf of the Client to continue using the program or if the KBC Group Entity opines that no such alternative can take place, to terminate the right to use the respective program and to pay any fees paid by the Client for this program.

#### **ARTICLE XII. Electronic Signature; Provided Evidence; Notices**

The Parties have agreed that electronic signature created by the User in accordance with the Electronic Signature Act No. 227/2000 Coll., as amended, is equal to the signature made by one's own hand. The foregoing sentence applies to the relationship between the KBC Group Entity – ČSOB and the Client.

The Parties have also agreed that the electronic signature results, in all and any cases, in all the legal consequences attributed by law to KBC Group Entity, its Clients and third Parties.

Electronic messages, communications and transactions between the Client and KBC Group Entity are to be proven by means of protocols and files of transactions conducted by KBC Group Entity in the electronic form. Client accepts the recorded value of these data. This type of evidence shall not prevent individual Parties to provide their own evidence, while applying the procedures/methods allowed by law.

#### **ARTICLE XIII. Client Services - Helpdesk**

Any complaint, questions and information relating to eBankingForBusiness may be addressed to the appropriate branch office or Helpdesk (<http://www.kbcbankingforbusiness.com/helpdesk>).

#### **ARTICLE XIV. – Assignment**

None of the rights and obligations resulting from this Contract may be assigned to third Parties, even in case of a merger, division or partial sharing, without the prior written consent granted by KBC Group Entity.

#### **ARTICLE XV. – Survival**

The Contract Terms and Conditions are specified for entering into the contractual relationship and shall survive even the date of its termination.

#### **ARTICLE XVI. – Governing Law**

The relationship between ČSOB and the Client shall be governed in full by the Czech law.

#### **ARTICLE XVII. – Closing Provisions**

These Terms and Conditions form an integral part of the Contract and the Client shall receive them not later than upon entering into the Contract. They come into effect on March 8, 2010.

Československá obchodní banka, a. s.