

BUSINESS TERMS AND CONDITIONS FOR PROVIDING THE W1SE PRODUCT ON THE EBANKINGFORBUSINESS PORTAL



The Business Terms and Conditions for Providing the w1se Product on the eBankingForBusiness Portal (hereinafter referred to as the “w1se Business Terms and Conditions”) are contractual terms and conditions between Československá obchodní banka, a. s. (hereinafter referred to as “ČSOB” or the “Bank”) and the Customer setting out the rules, terms and manner of accepting and processing messages, rights, obligations and liabilities of the contracting parties. The w1se Terms and Conditions are based on essential ČSOB contractual documents: the ČSOB Business Terms and Conditions (hereinafter referred to as the “GBTC”) and the Terms and Conditions for Account Maintenance and Payments. Unless explicitly stipulated otherwise in the w1se Business Terms and Conditions or unless, because of the character of the services provided through electronic data exchange, that the GBTC and the Terms and Conditions for Account Maintenance and Payments will not apply, the provisions of the GBTC and the Terms and Conditions for Account Maintenance and Payments will also apply to the w1se Business Terms and Conditions.

Article I

Definitions

- a) **Agreement:** Agreement on Providing the w1se Product on the eBankingForBusiness Portal of which these w1se Terms and Conditions and any documentation explicitly referred to, as well as Attachments, Supplements and amendments which may be subsequently agreed on between the Parties in writing are a part.
- b) **Attachments:** documents attached to these terms and conditions according to mutual agreement between the Parties. All the Attachments will be subject to these terms and conditions.
- c) **Bank:** ČSOB acting as the provider of electronic banking services through the w1se application.
- d) **Customer:** legal entity which as a part of its business activities and exclusively within its professional position concludes the Agreement and nominates its Superusers.
- e) **Confidential Information:** all information which is intended to be or is marked as confidential, particularly information related to the w1se Services, security procedures and Customer data, information about accounts and transactions and information about an application for a Certificate and issuing, accepting and recalling Certificates;
- f) **Intellectual Property Rights:** these rights include (I) trademarks, service marks, names of marks, certification marks, business names and other indications of origin as well as goodwill; (II) inventions, discoveries and improvements, whether patented or not; (III) business secrets; (IV) work which may be copyrighted, including documentation, databases, PC software programs and documentation; (V) copyrights and similar intellectual property and proprietary rights;
- g) **Access Facility:** required access means and authentication such as a chip card and electronic access certificate, password, as specified in the Contract for Providing ČSOB Banking Services for the Corporate Electronic Banking Application on the eBankingForBusiness Portal and in the Terms and Conditions for the eBankingForBusiness Portal.
- h) **Party or Parties:** specified for these w1se Business Terms and Conditions and Agreement as a Customer of ČSOB.
- i) **Superuser:** properly identified, certified and authorised private individual who uses w1se Services on behalf of the Client within the Agreement. The Superuser denominates all Users as specified in Article IV.
- j) **Agent (User with a right to sign):** The user established by the Superuser in the “administration” module, is a certified private individual authorised to sign payments as specified in the Customer’s agreement; he has the same rights and obligations as an ordinary user unless stipulated otherwise
- k) **User:** certified private individual established and duly identified by the Superuser and authorised by the Superuser to use the w1se Services on behalf of the Customer partially or fully.

- l) **w1se electronic banking (w1se, w1se corporate e-Banking (hereinafter referred to as “w1se“)):** w1se is a unified web multilanguage electronic banking tool for the KBC Group (the KBC Group consists of KBC Bank and Insurance Holding Company NV with its registered office at Havenlaan 2, 1080 Brussels, and all direct and indirect subsidiaries of KBC Bank and Insurance Holding Company NV, including all international branches). w1se enables them to do the following:
- make payments and direct debits by manual registration;
 - make payments and direct debits by importing files;
 - convert between domestic and international formats;
 - display balances, details of transactions and account statements;
 - make reports and sets defined by the Customer;
 - users’ access and authorisation administration;
 - use user’s support via “User shading“;
 - greater security for the electronic signature.
- m) **w1se Services:** the w1se application provides various services as specified in Article II.

Article II

w1se description

After signing the Agreement the Services will include the following:

Reporting	The User uses this module to obtain information from the Bank about balances and initiated transactions that have been processed by the Bank. The User can get this data either at the end of an accounting day or during the day. Information is downloaded to a local PC in defined formats for further automated processing.
Payments	In this part of the application payment orders to accounts of the customer can be established and transactions made can be checked. Payments must be made manually, through a template, by entering a periodically repeated order or using payment imports in a previously defined format from an accounting program.
Direct debits	Initiates direct debits. As in the payments module direct debits can be made from the very beginning, or based on a model or from a file established by the Customer’s accounting software.
Work with files	This module is used to establish/define profiles for exchanging information (files) between the w1se application and the Customer’s accounting software – either using standard local/international file formats or setting up one’s own format.
Administration	This is used for all application administration - setting up customers, signature rights and other parameters. At the same time lists and tables for working with the application are available i.e. groups of accounts, counterparts, currencies, exchange rates, bank codes ETA.

The Bank reserves the right to improve and amend the w1se Services without any prior notification.

If the Bank unilaterally modifies or cancels any or all w1se Services the Customer will be informed in writing or in another suitable manner at least 60 (sixty) days before the change becomes effective.

Article III
Access to w1se

The Customer will be able to access w1se if:

- a) he has signed an Agreement
- b) he has explicitly accepted the w1se Business Terms and Conditions
- c) he has signed a properly completed contract for Providing ČSOB Banking Services for the Corporate Electronic Banking Application on the eBankingForBusiness Portal and accepted the Business Terms and Conditions for the eBankingForBusiness Portal
- d) he has presented all the information, data and details of the contract, identified and authenticated documents, other records, or Users as the case may be, as stipulated in the Agreement, the Contract for Providing ČSOB Banking Services for the Corporate Electronic Banking Application on the eBankingForBusiness Portal and in the Business Terms and Conditions for the eBankingForBusiness Portal.
- e) he has obtained an Access Facility (chip cards) and an electronic signature certificate in accordance with the Contract for Providing ČSOB Banking Services for the Corporate Electronic Banking Application on the eBankingForBusiness Portal and the Business Terms and Conditions for the eBankingForBusiness Portal.

The Customer will make sure that w1se is used in accordance with the terms and conditions of the Agreement and he will act with due care without infringing third parties' rights

Under the terms and conditions stipulated in the Agreement the Bank will provide the Customer with access to w1se from the Customer's PCs and infrastructure in accordance with the minimum requirements stated at <http://www.csob.cz/w1se>.

The Customer's PCs and infrastructure are outside the Bank's control. Regardless of all preliminary safety and security measures the Bank will not be responsible for the Customer's equipment. The choice of the related services provider (e.g. Internet provider) is the responsibility of the Customer.

The Customer explicitly confirms that he has obtained from the Bank all the information necessary to assess whether w1se is suitable for his needs or not and that he has made all the necessary preliminary measures to install and use w1se.

Superusers or Users who identify themselves in accordance with the provisions of the terms and conditions of the Customer's w1se Agreement will be considered by the Bank as justified Users of w1se Services.

The Customer undertakes to modify his systems to use the w1se application and provide his employees (w1se Users) with the necessary information to use it.

Article IV
Nomination, Identification and Authentication of Superuser(s)

The Bank's obligations for identifying and authenticating all the respective Parties.

- a) The Bank is obliged to identify all the respective Parties including the Customer, his representatives, his subsidiaries, other related companies or third companies (if the Customer is authorised to use, administer or operate the accounts of these companies) and current Superusers and Users:
 - i) pursuant to Czech Law No. 253/2008 Coll. on Some Measures Against Legalising Income from Crimes and Terrorism Financing as subsequently amended
 - ii) in accordance with the Contract for Providing ČSOB Banking Services for the Corporate Electronic Banking Application on the eBankingForBusiness Portal and the Business Terms and Conditions for the eBankingForBusiness Portal.

- b) Therefore to enable the Bank to fulfil this obligation the Customer will provide the Bank with the following data and documents when making the Agreement for all the respective private individuals (and in particular representatives and all those authorised to work with the application):
- name;
 - surname;
 - birth number (date of birth);
 - place of birth;
 - address;
 - signature specimen;
 - copy of an original identification document (identification card, international passport or another equivalent document).
- c) In addition, the Customer must provide the Bank with the data and documents of the Customer and all the respective subsidiaries and other related companies or third parties (if the Customer is authorised to use, administer or operate the accounts of these subsidiaries and other associates or third companies) unless the Bank already holds these documents:
- i) a copy of the latest version of the co-ordinated Statutes of the company;
 - ii) the original and a new extract from the Companies Register or certification from the register of legal entities/companies (or a local equivalent) showing the legally valid establishment and current existence of the company;
 - iii) the original and a new extract from the Companies Register or certification from the register of legal entities/companies (or a local equivalent) with a list of the names of the current key representatives of the company.
- d) The Customer must make sure the Superuser is informed about the identification and authentication procedures as stipulated in the Contract for Providing ČSOB Banking Services for the Corporate Electronic Banking Application on the eBankingForBusiness Portal and in the Business Terms and Conditions for the eBankingForBusiness Portal and adhere to them. The Superuser must inform each User about these procedures and make sure each User adheres to them.

Customer's Identification Obligation

The Customer as a legal entity, institution or organisation must provide the Bank (if he has not already done so) with a copy of the documents stipulated in Article IV. 1(b) and an official document showing that his legal representative, or authorised agent has been given a power of attorney to sign. If the process of signing is carried out by a representative holding a power of attorney the power of attorney must be legally valid, signed and binding.

If the Customer is authorised to use, administer or operate accounts of subsidiaries and other associates or even third companies through w1se and/or he appoints Superusers or Agents for this purpose the Customer must provide the Bank with:

- i) a copy of the documents stipulated in Article IV. 1(b);
- ii) a written and signed power of attorney for them to use or administer accounts;
- iii) a written and signed power of attorney justifying the Customer's right to appoint Superusers or Agents who are legally parts of these companies.

Nomination, Identification and Authentication of a Superuser in the w1se Application

The Customer will determine Superusers in the Contract for Providing ČSOB Banking Services for the Corporate Electronic Banking Application on the eBankingForBusiness Portal and in the Business Terms and Conditions for the eBankingForBusiness Portal and the valid Certification policy.

A Superuser who is identified by the Bank can use the w1se system to establish an equivalent of a Superuser. The latter will be identified by the first Superuser in accordance with the Business terms and Conditions for the eBankingForBusiness Portal and the valid Certification policy. If a Superuser who

has been identified by the Bank is recalled (fired, voluntarily terminates the employment contract etc.) the Bank must physically identify a second Superuser (who may be the above-mentioned equivalent of the Superuser).

Nomination, Identification and Authentication of Users in the w1se Application

The Superuser will appoint and identify all Users of the Customer in accordance with the Business Terms and Conditions for the eBankingForBusiness Portal and the valid Certification policy (CP) and establish the function of the User in the w1se application.

Customer's Responsibility

The Customer is exclusively and fully responsible for appointing and identifying all subsidiaries, associates and third companies whose accounts it works with and the accounts of all his Superusers and Users.

The Customer notes that Superusers and Users should be legally parts of the Customer's or the above-mentioned companies.

The Customer bears all the risk of setting and subsequent monitoring of restrictions and transaction limits in the w1se Services.

The Customer explicitly accepts that the valid legal regulations may be changed in the future.

Article V

Superusers' Power of Attorney

The authorisation of Superusers is specified in the Contract for Providing ČSOB Banking Services for the Corporate Electronic Banking Application on the eBankingForBusiness Portal.

Superusers must establish signature specimens and the rights of other Users directly in the w1se application.

The User will be entitled to act as a User with the right to sign if the Superuser(s) authorises him to sign payments.

The Customer will monitor the rights set up in the application.

Article VI

Services

General

The Bank will make all reasonable efforts to provide the w1se Services within the scope stipulated herein.

Outputs of the w1se Application

The Bank will make all reasonable efforts to make sure outputs from the w1se application are correct.

The Customer is aware that he is exclusively responsible for the use and interpretation of the outputs received from the w1se Services and agrees that he will take due care when using these outputs.

Article VII

Intellectual Property Rights and Licenses

Proprietary Rights of the Bank

The Customer takes into account and agrees that he has no rights, no ownership title, claims or share in the w1se application, including the web sites of the Bank, security software and any other technical and business information possessed, controlled or held for use by the Bank, its suppliers or sub-suppliers and made accessible to the Customer by the Bank or on its behalf in accordance with the Agreement. The Customer undertakes not to infringe the Intellectual Property Rights, neither directly nor indirectly, and not to allow any third party to do so.

The Customer undertakes and will make sure that his employees, Superusers and Users respect the proprietary rights of the Bank and will not infringe these rights in any way.

The Bank gives the Customer a personal non-exclusive, non-transferable, non-negotiable right to use, display and provide the w1se Services, modified to suit the Customer's business needs, in accordance with these terms and conditions.

The Customer will particularly not:

- distribute, provide a third party with a sub-license, lease, lend or launch either w1se or the respective software or documentation, whether free or not;
- allow a third party (except justified Users) to use the w1se Services
- make w1se accessible to third parties, either directly or indirectly, through, among other things, transfer, assignment, providing a license, consultancy service or funds management;
- accommodate, modify or re-organise w1se, among other things to establish a new or derived service for whatever reason;
- decompose w1se software except for permitted acts according to the valid legal regulations

Customer's Obligations

The Customer, his employees, Superusers and Users undertake to take all the necessary measures to protect all the Intellectual Property Rights of the Bank connected with the use of w1se.

The Customer will be the direct and sole contractual party of the Bank.

Article VIII

Confidentiality and Protection of Information

Confidentiality

The Customer will make all reasonable efforts during the effectiveness of the Agreement on Providing the w1se Product on the eBankingForBusiness Portal and for 5 (five) years after it is terminated so that:

- i) he protects with at least the same strict level of care as used for his own Confidential Information of a similar nature, all the Confidential Information of the Bank to keep it confidential and protect it from any unjustified advance disclosure;
- ii) he uses this Confidential Information only in connection with the Agreement and w1se Services;
- iii) he does not use this Confidential Information commercially for his benefit or the benefit of a third party not included in the Agreement, and
- iv) except when required by the legal regulations or at the order of any state or regulatory body he will not disclose this Confidential Information, or a part of it, to any third party. .

The contracting parties will proceed in accordance with the provisions of Czech law including the provisions of Section 269 (2) of Law No. 513/1991 Collection, Commercial Code, as subsequently amended. According to this Law, Section 17, Confidential Information is all information considered a business secret of the company and all information about mutual co-operation expressed verbally, in

writing or another form including but not restricted to economic, marketing, organisational, personnel and technical information (drafts, schemes, data, studies, procedures, ideas, know-how, photographs, software, manuals, records etc.) and information subject to banking secrecy and data concealment according to the laws of the Czech Republic.

The Customer is entitled to disclose this Confidential Information to his representatives and employees, Superusers, Users and subsidiaries and other associates or third companies (if the Customer is entitled to use, administer or operate the accounts of these companies) who need to know this information to fulfil their obligations in accordance with the Agreement. The Customer will be responsible for his representatives, employees, Superuser, User and companies given the Confidential Information not fulfilling the provisions of this Article and for any risks arising because of not fulfilling these provisions.

Justified Disclosure

The duty not to disclose Confidential Information will not apply to:

- i) information which is or will become publicly known;
- ii) information lawfully received from a third party;
- iii) information generated or found quite independently of the other Party;
- iv) information that must be disclosed pursuant to the valid law or regulations.

Enforcement

If the Customer, his representatives or employees, Superusers, Users or subsidiaries, other associates or third companies (if the Customer is authorised to use, administer or operate the accounts of these companies) do not fulfil this provision and the Bank, its suppliers or sub-suppliers incur damage then they will be entitled to demand measures to avoid, reduce or restrict this breach or impending breach.

Return or Destruction

After the Agreement has expired or is terminated the Customer at the Bank's request:

- i) will return to the Bank all tangible forms of Confidential Information which the Customer has received from the Bank so far;
- ii) will take all reasonable measures to destroy all copies of all material which contains or reflects confidential Information, and
- iii) will confirm to the Bank that this material has either been returned or destroyed.

Article IX

Helpdesk

To make the Customer's user's use of the w1se application easier helpdesk support services are available. See detailed information about helpdesk functions and availability (contact and operating hours) directly in the w1se application ("Information" button) [i].

Article X

w1se Availability and Backup

As access to electronic services such as w1se can for many reasons be interrupted w1se Services provides the following:

- a) Information about an account provided through w1se Services shows the account on the date and time shown on the display.
- b) The Bank is entitled to interrupt, for a reasonable time, the availability of w1se or w1se Services at any time because of maintenance or implementing a higher version of the application or similar

actions. If possible and reasonable the Bank will inform the Customer of this in a suitable manner in advance. This interruption will not affect the Bank's obligations and will not be the cause of claiming compensation.

Article XI

Banking Secrecy and Client Data Protection

ČSOB is an associate of the international financial group lead by the KBC Group NV, Belgian banking and insurance company. In order to provide proper management at the Group level client data must be passed to the group.

Customer data will only be referred to and used by companies that are members of the group when necessary to fulfil the obligations stipulated by law or to manage the relationship with the Customer. Customer data will be handed to and processed by those bound only to disclose the data to the extent necessary to fulfil their tasks. Therefore the Customer, private individual or legal entity gives ČSOB his explicit approval to provide all processed data about the Customer to KBC Bank NV, KBC Verzekeringen NV and KBC Group NV (Belgium) and their associates in the Czech Republic and abroad. A comprehensive list of associates of KBC Group NV is available in the Annual Report of KBC Group NV or at <http://www.kbc.com>.

If the data is provided outside the EU ČSOB will adhere to the respective regulations on data protection.

Data communication and processing will be used for the following purposes: (i) administrative: including monitoring transactions and all services provided by ČSOB; (ii) compliance to statutory obligations: including accounting, consolidation and reporting at the Group level, preventing crimes and frauds, the needs of internal and external audits; (iii) business purposes: including managing the relationship with the Customer and direct marketing activities; (iv) any other justified interests of ČSOB or one or more associates of KBC Group NV: including information about the solvency and creditworthiness of the Customer, monitoring transactions, safety and security, risk management, loans and losses at the Group level and protecting statutory claims.

Therefore the Customer undertakes to obtain the explicit approval of Superusers and Users to process data as mentioned above.

As a result of its contractual relationship with the Customer and as an entity responsible for data protection the Bank is entitled to process, for legitimate purposes, all the necessary and essential personal data of the Customer, his Superusers and Users such as their name, surname, address, birth number (date of birth). This data will be processed for Customer administration, identification, management of the contractual relationship, processing and monitoring transactions, preventing misuse or frauds.

Unless stipulated otherwise in the Agreement or the terms and conditions the Bank will use the information for payment orders transmitted from the Customer and to the Customer such as the account numbers and personal data of the beneficiary only to execute orders.

Unless the Superusers and Users of the Customer object the Bank will also process this personal data for business research and for advertising all products and services that a financial institution can offer including insurance products and services.

For business purposes the Bank will also transmit and/or deliver this personal data to the Certification Authority. According to the statutory provisions any Customer's Superusers or User is entitled to ask for information about his own data at the Bank.

The Customer takes into account and agrees that the Services provided by the w1se application may be subject to statutory requirements (e.g. requirements for protecting personal data) of countries in which the Customer or his Superusers or Users have their registered offices. The Customer undertakes and makes sure that the Superusers and Users will adhere to these statutory provisions.

Article XII

Guarantee Denial and Responsibility Restriction

Guarantee Denial

- i) Except for that stipulated otherwise in the Agreement or the terms and conditions the Bank waives, to the extent permitted by the legal regulations, all representations and guarantees of whatever type, explicit, implicit or statutory.
- ii) Except for that stipulated otherwise in the Agreement or the w1se Terms and Conditions the Bank does not guarantee that w1se or w1se Services fulfils the particular expectations of the Customer or his Superusers, Users.
- iii) Except for that explicitly stipulated otherwise in the Agreement the Bank does not guarantee:
 - the accuracy, authenticity, comprehensiveness or suitability for a particular purpose if it involves non-verified information in Certificates;
 - the accuracy, authenticity, comprehensiveness or suitability for a particular purpose in connection to the “Reporting” module of w1se Services;
 - the accuracy and comprehensiveness of banking data transferred through w1se.

The Bank will make all reasonable efforts to make sure that the outputs and results of the w1se Services are correct.

It is explicitly agreed that the Customer is exclusively responsible for interpreting all outputs received from using w1se and for all direct and indirect consequences of the use of this information. Generally available information about banking products and services is considered non-binding. The information transmitted through w1se does not constitute any binding offer unless it is explicitly marked accordingly.

Restriction of Responsibility

The Bank is not responsible for:

- any direct or indirect damage from appointing and identifying subsidiaries, other associates or third companies (if the Customer is authorised to use and administer the accounts of these companies), Superusers and Users of the Customer as stipulated in Article IV;
- any problems which might arise from the relationship with the Customer, his subsidiaries, other associates or third companies (if the Customer is authorised to use and administer the accounts of these companies), his Superuser and Users;
- implementing and subsequent monitoring the restrictions, authorisation/competences, restrictions and transaction limits for w1se Services;
- any error, non-adequacy or omission in the w1se Services because of inaccurate or non-comprehensive information from the Customer or his Superusers;

If the Access Facility is lost, stolen or incorrectly used the Business Terms and Conditions for the eBankingForBusiness Portal will apply.

Responsibility of the Customer, Superusers, Users and their parties.

The Customer agrees to indemnify and protect the Bank, its suppliers and sub-suppliers and the Certification Authority for any loss, damage, expenses, judicial proceeding or responsibility that the Bank may incur or be affected by because the Customer, Superusers, other employees and/or makes a mistake e.g.:

- i) fails to fulfil his obligations stipulated in these terms and conditions;
- ii) fails to fulfil his obligations stipulated in the Contract for Providing Services on the eBankingForBusiness Portal and in the Terms and Conditions for the eBankingForBusiness Portal;
- iii) discloses or provides an important fact, information, data, documents or other records as stipulated herein;
- iv) fails to provide accurate, correct and comprehensive information, data, details about the Agreement, identification and authentication of documents and any other records as stipulated in the Agreement and in the Contract for Providing ČSOB Banking Services for the Corporate Electronic Banking Application on the eBankingForBusiness Portal and in the Business Terms and Conditions for the eBankingForBusiness Portal, or does not inform the Bank about any changes to them;

- v) in using the w1se Services;
- vi) with regard to the Intellectual Property Rights of the Bank;
- vii) with regard to the obligation not to disclose confidential Information;
- viii) fails to send the Bank coherent, accurate and comprehensive payment and collection orders.

Under these terms and conditions the Customer will indemnify the Bank for all requirements or claims lodged by third parties including the Customer's clients and arising from incorrect information given in the Customer's orders.

The Customer will be fully responsible if any representation, guarantee or allegation made or held to have been made on behalf of the Customer under these terms and conditions is incorrect and particularly if his obligations in accordance with the Agreement are not statutory, valid and binding obligations according to the valid laws, decrees and other legislative standards.

Article XIII

Terms and Termination

The Agreement will become effective when it is signed and will remain effective until one of the Parties terminates it in writing. If the termination notice is served by the Customer-account holder the notice period will be the next day after the termination notice is delivered to ČSOB. If the termination notice is served by ČSOB the notice period will be one month and will begin on the first day of the month after that in which the termination notice is served to the other contractual party.

The Bank is entitled to terminate the Agreement in full or partially without any prior termination notice or court intervention if the Customer does not renew the Electronic Signature Certificate of the Superuser as specified in the Contract for Providing ČSOB Banking Services for the Corporate Electronic Banking Application on the eBankingForBusiness Portal and in the Business Terms and Conditions for the eBankingForBusiness Portal and the valid Certification Policy (CP).

Both the Bank and the Customer are entitled to terminate the Agreement without notice during a court intervention if a mistake or omission occurs:

- i) if the Customer or the Bank breaks the terms and conditions or the provisions of the Agreement and does remedy it satisfactorily – if possible to do so – within 15 calendar days from a written notification showing with reasonable accuracy the details of the breach;
- ii) in the case of a demonstrable incorrect use or fraud;
- iii) if the Customer or the Bank:
 1. is dissolved (otherwise than through a consolidation, merger or fusion announced by the Bank);
 2. becomes insolvent or cannot pay their debts or is bankrupt or admits their inability to repay their debts by the due date in writing;
 3. assigns, settles or pays their debts due to creditors or in favour of creditors;
 4. starts or started judicial proceedings to declare insolvency or bankruptcy or other relief pursuant to any law on bankruptcy or insolvency or other similar law which effects creditors' rights or a motion to terminate activities or liquidation is lodged;
 5. holds an approved formal resolution to terminate their activities, sequestration or liquidation (otherwise than through a consolidation, merger as mentioned above in Paragraph 1 ;
 6. tries to appoint or a bankruptcy trustee is appointed for them, interim liquidator, guardian appointed by a court, interim bankruptcy trustee, custodian, conservator or another similar official person for all their assets;
 7. provides a 'secured party' to take over all or essentially all their assets or a decision has been made on seizure, execution, attachment of property, confiscation or another judicial case where all or nearly all their assets were enforced, and the 'secured party' continues to possess property and any judicial dispute is not refused, terminated by release, continues or is not limited, in any case within 30 (thirty) days after commencement;

8. causes an event or is affected by an event which has according to the valid laws of any jurisdiction an analogical effect as any event stipulated in Paragraphs 1 to 7 inclusive;
 - or
 9. does any act to enforce any of the previous acts or shows their approval of this act, consent to this act or silent approval of this act;
- iv) if the Customer of the Bank seeks the following act or is subject to the following act:
- a bankruptcy trustee is appointed for him, interim liquidator, guardian appointed by a court, interim bankruptcy trustee, custodian, conservator or another similar official person for all his assets;
 - any judgement or order which has or might have an important and unfavourable effect on a substantial part of his assets or businesses/enterprises.

The Bank will be entitled to terminate this Agreement immediately in full or in part without any advance termination notice or court intervention:

- i) if the Customer does not follow the identification procedures;
- ii) if any representation, guarantee or allegation made or held to be made by the Customer in accordance with the Agreement is incorrect;
- iii) if the Customer's business relationship with the Bank is terminated and/or the Customer no longer has any accounts at the Bank ;
- iv) if the Contract for Providing Services on the eBankingForBusiness Portal is terminated.

If a minor mistake occurs and continues the Bank, as the party not committing a mistake, will be entitled to declare all the amounts arisen or due in accordance with the Agreement to be immediately paid without having to file an action, make an application, lodge objections or serve any notice of any kind and the party making a mistake explicitly waives all of them.

The Bank is entitled to interrupt the use of w1se at any time or block the Customer's, Superuser's access to particular or all w1se Services without having to give a reason and without having to give an advance notification (except as stipulated in Article XI 1 for a maintenance interruption) and pursuant to the valid legal regulations if it is persuaded that it has sufficient reasons to do so. This interruption will not give rise to any responsibility of the Bank or any claim for compensation.

The Bank is entitled to interrupt the use of w1se immediately, or prevent access to w1se without any responsibility for the Bank if any problem with the validity of the Access facility occurs.

If a Party cannot fulfil its obligations stipulated in the Agreement due to force majeure the fulfilment of the affected party's obligations arising from these business terms and conditions will be interrupted in full or in part for the period of the force majeure without any obligation of the Party to provide compensation to the other party. The other Party will be informed about the force majeure or impending force majeure in writing with the respective documentary evidence.

The other party is entitled to terminate this Agreement in full or in part with immediate effect if the force majeure continues or may last for longer than one month.

Among other things force majeure is

- war, general mobilisation, uprising, expropriation;
- lack of power;
- fire, floods;
- general strike including strike of one's own employees, lay-off, social unrest;
- lack of transport;
- interruption, collapse, malfunction or damage to the internet connection;
- orders of authorities, state intervention;
- or any event beyond the immediate control of the contractual party.

Continuance

Articles VII, VIII, IX, XII, XIV and XV will continue after the Agreement has expired or has been terminated for whatever reason.

Article XIV

Fees

The fees for services provided by ČSOB are charged in accordance with the Price List for corporate clients unless stipulated otherwise.

Article XV

Binding Character/Assignment

The Agreement is binding for both Parties and their successors and permitted assignees. Neither of the Parties is entitled to transfer or assign the Agreement or its rights and obligations arising from it to third parties without the prior written approval of the other Party. This approval will not be unreasonably refused.

The Bank is entitled to assign the Agreement or its rights and obligations arising from the Agreement to any subsidiary or its statutory successor(s) (i.e. a legal entity to which the business entity or specific trade mark or activity has been transferred because of a financial contribution, merger, assignment or split). The Customer will take all measures and make an agreement or draft documents as the Bank may require to make the assignment effective.

Article XVI

General

Waiver

Any waiver of any right authorisation or privilege by any Party, even any particular or partial exercise of this right, authorisation or privilege will not exclude in advance any other exercise of this or any right, authorisation or privilege by the Party.

Severability

If it is found that any or several provisions of the Agreement are invalid, unlawful or unenforceable in whatever respect the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or weakened in any way.

Supplements to the Agreement

The Agreement as defined in Article I with these terms and conditions constitute the limits of the contractual relationship between the Bank and the Customer. Any disputable terms and conditions in letters or other documents issued by the parties will not affect these provisions.

Governing Law and Jurisdiction

The Agreement will be governed by the laws of the Czech Republic and construed in accordance with these laws. Czech courts will have the jurisdiction to settle any dispute which might arise.

Headings

The headings of chapters and subchapters are only for convenience and are not parts of construction of the Agreement.

These w1se Business Terms and Conditions are an integral part on the Agreement and the Customer will receive them no later than when concluding it. They will come into effect on March 8, 2010.

Československá obchodní banka, a. s.