

# W1SE CUSTOMER AGREEMENT – BUSINESS TERMS AND CONDITIONS



## w1se CUSTOMER AGREEMENT – BUSINESS TERMS AND CONDITIONS

Business Terms and Conditions for the provision of the w1se product (hereinafter referred to as the w1se Business Terms and Conditions) shall be contractual terms and conditions between Československá obchodní banka, a.s. (hereinafter referred to as "ČSOB" or the "Bank") and the Customer stipulating the rules, terms and manner of the receipt of, and handling messages, rights, obligations and responsibility of contracting parties. The w1se Business Terms and Conditions are based on the basic contractual documents, the ČSOB General Business Terms and Conditions (hereinafter referred to as "GBTC") and the Terms and Conditions for Account Maintenance and Payments. Unless the w1se Business Terms and Conditions explicitly stipulate otherwise or unless from the nature of services provided on the basis of electronic data exchange arises that the GBTC and the Terms and Conditions for Account Maintenance and Payments shall not apply, the provisions of the GBTC and the Terms and Conditions for Account Maintenance and Payments shall apply also for the w1se Business Terms and Conditions.

## DEFINITIONS

- (a) ACN (Automated Customer Notification): the report function allows the user to create automated report requests. These reports will be delivered via an alternate delivery channel. An alternate delivery channel means that the information reported is not remitted via the Customer w1se application itself, but by means of fax or e-mail.
- (b) Authentication: the process of establishing an identity, based on the possession of a trusted certificate.
- (c) Certification Authority (CA): the authority in charge of certification. Upon signature of this Agreement, it is ISABEL NV, with registered office at Keizerinlaan 13-15, 1000 Brussels, acting in the capacity of the authority trusted by one or more parties to issue and assign Certificates. ISABEL NV provides facilities associated with the Isabel Public Key Infrastructure (Isabel PKI) for the purpose of the application for, issuance, acceptance, use and revocation of Isabel Certificates. Isabel's certification services are provided in accordance with the General Terms and Conditions relating to Isabel Products and to Isabel WebSign, the terms and conditions of the Isabel Certification Practice Statement and applicable Certificate Policies, as defined below.
- (d) The Isabel Certificate Policy of Isabel NV, acting as the CA, which sets out rules in respect of the applicability of a certificate.  
(\* ) Full version of the Certification Policy/ Specific Certification Policy (CP/CPS) is available at the address: [www.isabel.be](http://www.isabel.be).
- (e) Certificate: data message issued by the CA which matches data for the authentication of electronic signatures with the signing person and enables his identity to be verified.
- (f) Isabel Secure Signing Card: a smart card which stores the Private Key of the certificate holder (User) and is used by this holder (User) to create a digital signature. The digital signature is created within the Isabel Secure Signing Card. The use of the Isabel Secure Signing Card allows the holder (User) who takes part in an electronic transaction to create his signature and confirm his identity vis-à-vis other participants in the transaction.
- (g) Documentation: the technical documentation provided by the Bank to accompany w1se.
- (h) Confidential Information: all information which is meant to be or is clearly labelled as confidential, and especially, but not limited to, information associated with the w1se Services, the security procedures, customer data, account and transaction information, and information in respect of the application for, issuance, acceptance and revocation of the Certificates.
- (i) Super User: a duly identified, certified and authorised physical person, who legally belongs to the Customer and who uses the Services on behalf of the Customer, within the scope of this Agreement. The Super User is entitled to use all the Services. The Super User designates the Users and Agents holding rights of signature, as set out in Article IV.
- (j) Intellectual Property Rights: these entail (i) trademarks, service marks, brand names, certification marks, trade names and other indications of origin, and the goodwill associated with the foregoing; (ii) inventions, discoveries and improvements, whether patentable or not; (iii) trade secrets; (iv) copyrightable works, including writings, databases, computer software programs and documentation; (v) copyrights and similar intellectual property or proprietary rights.
- (k) Isabel Certification Practice Statement which Isabel NV, acting as the CA, employs in issuing certificates.
- (l) Registration Authority (RA): ČSOB, which operates under the authority and control of the CA and is responsible for the identification and registration of the Customer and all Users, but does not sign or issue certificates. The RA may assist in the certificate application or revocation process or both, as set out in the applicable CP or the CPS.
- (m) w1se Services: w1se provides various services and modules as described in article 2.
- (n) Agreement: the present w1se Customer Agreement - Application Form and the w1se Customer Agreement – Terms and Conditions, including any Appendices, amendments and addenda, made by and between ČSOB and the Customer – Account Holder pursuant to Section 269, Paragraph 2 Law No. 513/1991 Coll., Commercial Code as subsequently amended.
- (o) Party or Parties: is defined herein as the Customer or ČSOB.

- (p) User: physical person holding a certificate who is authorised by the Super User to use the w1se services within the scope of the Agreement.
- (q) User granted signing authority (Agent): Agent: a User, created by a Super User in the w1se administration module, being a certified physical person who's granted signing authority in respect of the client contract.
- (r) w1se: Wise Corporate e-Banking (hereinafter referred to as w1se): World-wide Internet Services for Enterprises in Corporate e-Banking. w1se is a uniform, Web-enabled, multi-language, electronic banking tool across KBC Group (KBC Group comprises the KBC Bank and Insurance Holding Company NV, with registered office at Havenlaan 2, 1080 Brussels, as well as all direct and indirect subsidiaries of KBC Bank and Insurance Holding Company NV, including their international branches). w1se will enable the customer to do as follows:
- the initiation of transactions (payments and collections) via manual registration;
  - the initiation of transactions (payments and collections) via file imports;
  - conversions between domestic and international formats;
  - the reporting of balance and transaction details and account statements;
  - customized report generation;
  - automated event notification to the Customer;
  - Customer administration (access & entitlements), registration and monitoring;
  - a user-support facility by means of a user-shadowing procedure;
  - advanced electronic signature security;
  - full audit trail and activity logging.

## INTRODUCTION AND DESCRIPTION

2.01. On the Effective Date, the Services will comprise:

Payments	In this module, various transfer payments, such as inter-company transfers, third-party payments or salary payments, can be originated. Other features include the monitoring of previously initiated transactions and template management. Transactions can be created from scratch or on the basis of a template, from a file or imported from the corporate client's ERP software.
Collections	This module can be applied to various banking products such as pre-authorized collections, bills of exchange or, specifically for Belgium, the opening of a direct debit order. Like the payments module, collections can be created from scratch or on the basis of a template, from a file or imported from the corporate client's ERP software.
File Services	The file services module provides a means to create profiles for exchanging files between the w1se application and other software installed on the local network. The file services module is restricted to the creation of file profiles for the import, 'create from file', and export functions. Formats supported include user-defined and standard national formats.
Information Reporting	This module enables the user to receive reporting from the bank on balances and initiated transactions that have been processed by the back-office (this reported data will include cash account statements and transactions for both end-of-day and intra-day). The Intra-day statements and transactions can be triggered by the user. This module also allows the corporate user to generate reports with the information that was supplied by the bank. The Customer is also able to export some reporting data from the Wise Corporate e-Banking application to his/ her local network and to download files from the bank's back-office.
Administration	This module manages certain standard basic tables (account groups, counterparties, currencies, rates, etc.) required for the purpose of working with an electronic banking system. Depending on the table content, either ČSOB or Customer will be in charge of the maintenance of these tables.
w1se e-Reporting	It is a parametric application which works on-line on the basis of the internet browser. It allows the user to: <ul style="list-style-type: none"> <li>• View and/or print statements (end-of-day, intraday)</li> <li>• Create detailed and customised reports grouped into business units</li> <li>• Make exhaustive transaction searches</li> <li>• Build in-house accounts, showing daily inter-company positions resulting from domestic or cross-border Zero Balancing (ZBA)</li> <li>• Consult value dated balances</li> <li>• Export account information into various file formats for automated reconciliation</li> </ul>
Account Statement	w1se executes and sends electronically account statements to all types of accounts regardless of currency if electronic data exchange service is agreed upon on a contractual basis. The "Account Statement" message is prepared at the end of current day in the frequency agreed upon between the Customer and the Bank not longer than 1 month.

2.02. The Customer indicates the above-mentioned modules which it wishes to apply for in the w1se Customer Agreement - Application Form. These modules can be extended, modified, or cancelled on the Customer's initiative, in accordance with the terms and conditions of this Agreement.

- 2.03. ČSOB reserves the right to enhance the Services with additional facilities at any time without prior notice. In case of a unilateral modification or cancellation of any or all Services by the Bank, the Customer will be notified hereof in writing or by any other appropriate means at least 2 months before their entry into force. The Customer will be deemed to have accepted the changes if no letter to the contrary is received by the Bank and certainly on the next use of w1se by any Super User or User. Such modification or cancellation does not entitle the Customer to claim any indemnification or restitution of the fees paid. Notices of modification or cancellation will be deemed as amendments to this Agreement.
- 2.04. The Customer expressly accepts that the applicable legislation may be subject to future amendments.

#### **ACCESS TO w1se**

- 3.01. Access by the Customer to w1se will be granted solely upon the performance of the following:
- (a) the signing of the w1se Customer Agreement - Application Form;
  - (b) presentation of all information, data and contract details, identification and authenticating documents and other records as stipulated in the w1se Customer Agreement - Application Form and in article IV of these Terms and Conditions;
  - (c) the signing and submission of a duly completed Isabel Subscription Application form
  - (d) the assignment of a Certificate by the CA to the Customer, (Super) User(s) or Agent(s).
- 3.02. The Customer expressly agrees to be bound by an Isabel Subscription Application form, which constitutes an agreement with the CA, and ensures and warrants that it and its (Super) User(s) or Agent(s) will comply with the General Terms and Conditions relating to Isabel Products and to Isabel WebSign, the terms and conditions of the Isabel Certification Practice Statement and applicable Certificate Policies.
- 3.03. The Customer shall ensure that w1se be used in accordance with the terms and conditions of this Agreement, and will act with due diligence without infringing on the rights of third parties.
- 3.04. The information, data, documents, or other records provided by the Customer must be accurate, correct and complete. The Customer will inform the Bank forthwith of any modifications or amendments thereto. The Customer acknowledges and accepts that the Bank bears no liability whatsoever vis-à-vis the Customer in respect of verification of the information and documents provided by Customer. For administration purposes, the Customer will submit an updated list every three (3) months of all data and documents stipulated in article 4.01. (i.e. inform about any changes).
- 3.05. Subject to the terms and conditions set out in this Agreement, the Bank will grant the Customer access to w1se from the Customer's own computer facilities and infrastructure, in accordance with the minimum requirements set out in Appendix 1 to this Agreement. ČSOB has the right to make all necessary changes to these minimum requirements. The Bank shall inform the Customer as soon as possible, and shall provide the Customer with a reasonable delay to adapt its computer facilities and infrastructure, taken into account the nature and the extent of the modification. If the Customer deems that these changes are not possible to fulfil, the Customer has the right to terminate the Agreement before the change requirements enter into force. The changes do not give the Customer the right to claim damages. The Customer's computer facilities and infrastructure are beyond ČSOB's control. Regardless of all the security precautions, the Bank will not bear any liability whatsoever for the Customer's equipment. The Customer bears the responsibility for the choice of a provider (e.g., an Internet provider). The Bank likewise will not bear any liability whatsoever for the choice of such a provider.
- 3.06. The Customer acknowledges that all Super User(s) will require a User ID, an Isabel Secure Signing Card and a password to activate the w1se application. The Customer must apply for the necessary Certificates at the Bank, in its capacity as the RA.
- 3.07. The Customer expressly acknowledges that it has received from the Bank all information necessary to assess the suitability of w1se for its needs and that it has taken all appropriate precautions for the installation and use of w1se.
- 3.08. The Super User(s), User (s) or Agent(s) who identify themselves in accordance with the provisions of this w1se Customer Agreement - Terms and Conditions are deemed by ČSOB to be authorized Users of the w1se Services.
- 3.09. The Customer unconditionally accepts all transactions on its account, accessible via w1se, which were carried out on w1se in accordance with the (Super) User's (Users') or Agent's (Agents') form of identification, as specified in these w1se Customer Agreement – Terms and Conditions. All instructions, notifications and communications which reach the Bank via w1se are also considered to originate from and be authorised by the Customer.

#### **DESIGNATION, IDENTIFICATION AND AUTHENTICATION OF THE (SUPER) USER(S)**

- 4.01. Obligations of the Customer in respect of the identification and authentication of all Parties concerned.
- (a) As the Bank is required to identify all Parties concerned [including the Customer itself, its representatives, its subsidiaries, other affiliates or even third companies (in the event the Customer is duly mandated to use, administer or operate the accounts of these subsidiaries, other affiliated or third companies, and provided that there's a client relationship between the RA and these companies), and the actual Super Users and Users]:
    - (i) in accordance with the Czech Act No 253/2008 Coll., on the prevention of the use of the financial system for money laundering and financing terrorism,

- (ii) in accordance with the registration procedures described in this Agreement, the CP and CPS, if ČSOB applies for Certificates, the Parties agree that the Customer will bear the responsibility of the identification of all persons concerned,
  - (b) This implies that the Customer, upon entering into this Agreement, will provide ČSOB with the following data and documents in respect of any and all physical persons concerned (and, in particular, the representatives and all persons authorized to execute any instructions) after he has obtained the respective approvals:
    - name
    - surname
    - birth reg. number (date of birth)
    - place of birth
    - sex
    - address
    - signature specimen
    - a copy of the original identity card, passport or equivalent document.
  - (c) This likewise implies that the Customer will provide to ČSOB the following data and documents with regard to any and all subsidiaries, other affiliates or third companies (in the event the Customer is duly mandated to use, administer or operate the accounts of these subsidiaries, other affiliated or third companies) concerned:
    - (i) for companies incorporated in common law countries:
      - the articles of association
      - a certificate of good standing delivered by the Registrar of Companies, or the Companies House, or the Secretary of State
      - a list of directors or an incumbency certificate;
    - (ii) for companies incorporated in other (non-common law) countries:
      - the articles of association
      - a recent extract of the companies or trade register.
  - (d) The Customer must ensure that the Super User is informed about the identification and authentication procedures as set out in article IV, and complies with them. The Super User must inform every User/Agent about these procedures and ensure that every User/Agent complies with them.
- 4.02. Obligations of the Customer in respect of the identification and authentication of its organizational identity. The Customer, as a corporate legal entity, institution or organization, must provide ČSOB (if not already provided) with a copy of the documents specified in article 4.01 (b), and an official document evidencing that its legal representative and, if applicable, the authorized delegate, has been granted the authority to sign. If the subscription process is initiated by an agent via a power of attorney, a legally valid, signed and binding power of attorney must be provided.
- If the Customer is duly mandated to use, administer, or operate its subsidiaries' other affiliates' or even third companies' accounts via w1se, and/or hereto designates (Super) User(s), Agent(s) who legally belong to these companies, the Customer must provide to the Bank:
- (i) a copy of the documents specified in article IV. 1 (b)
  - (ii) a written and duly signed power of attorney justifying the use or administration of the accounts
  - (iii) a written and duly signed power of attorney justifying the Customer's right to designate (Super) User(s) or Agents who legally belong to these companies.
- 4.03. Designation, identification and authentication of the Super User(s) in the w1se application
- The Customer designates a Super User in the w1se Customer Agreement – Application Form. ČSOB will identify and authenticate the Super User on the basis of a face-to-face authentication. ČSOB will likewise register all the data set out in article 4.01 and file a copy of the original identity card, passport or equivalent document of the Super User(s) officially verified.
- The w1se system permits the Super User, duly identified by the Bank, to create an equivalent Super User. This last Super User will be identified by the first Super User. The data stipulated in article 4.01 will be delivered to the Bank with a copy of the original identity card, passport or equivalent document of each Super User which shall be officially verified.
- If the Super User, duly identified by ČSOB, is withdrawn (fired, voluntarily dismissed, etc.), another Super User must be identified physically by ČSOB (this can be the aforementioned equivalent Super User). ČSOB, in its capacity as the RA, will then apply for a Certificate. After the successful conclusion of the certificate application process, the approval by the CA and the issuance of the Certificate, ČSOB will invite the Super User to pick up the Isabel Secure Signing Card.
- 4.04. Designation, identification and authentication of User(s) in the W1se application
- A User can be created administratively by either the Customer or the Bank.
- In respect of the Customer, the Super User designates and duly identifies one or several Users and creates a User function in the w1se application. The data as stipulated in article 4.01, must be delivered to the Bank, together with a copy of the original identity card, passport or equivalent document of each User, which shall be officially verified.
- In respect of the Bank, the customer administration help desk of the Bank can create a User function in the w1se application, provided that this User has first been designated and duly identified by the Super User, as mentioned above. The Customer acknowledges that the creation of a User by the Bank does not detract from the Customer's obligations and responsibilities under this Agreement.

In each case, the Bank, in its capacity as the RA, will apply for a Certificate. After the successful conclusion of the certificate application process and the issuance of the Certificate ČSOB will deliver the Isabel Secure Signing Card of the User(s) to a duly identified and authenticated Super User. The password will be communicated to the User(s) by the CA. The Customer is entirely responsible for the delivery of the Isabel Secure Signing Card by the Super User to the User(s).

4.05. Responsibility of the Customer

The Customer is solely and entirely responsible for the designation and the identification of all subsidiaries, affiliates and third companies whose accounts he's working with (provided the Customer is duly mandated to use, administer or operate the accounts of these subsidiaries, other affiliated or third companies, Super User(s), User(s) and Agents.

The Customer is aware that Super User(s), User(s) and Agent(s) shall have to be mandated to act on behalf of the Customer or the above-mentioned companies in the scope stipulated in the Agreement.

If necessary, and subject to the restrictions and transaction limits a Customer's department (role) can be designated as a User. This User cannot act as an Agent and is not authorized to sign and transfer files to the Bank.

The Customer shall bear all the risks involved in the introduction and follow-up of the restrictions and transaction limits in w1se the Services.

The Means of Access and signature are unique for each Super User or Agent and they must undertake to keep these safely and take all measures required to prevent their disclosure to and use by a third party. The Customer shall ensure the monitoring of the Means of Access and of signature of its Users. The Customer shall likewise ensure that its (Super) User(s) or Agent(s) (including those of its branches and subsidiaries) observe and respect the security obligations arising from this Agreement and the CP/CPS, and will assume full responsibility for the use made of these Means of Access and of signature by its (Super) User(s). The Customer shall not record his personal identification number (PIN) or another code in an easily readable form, in particular not on the chip card or another item which he keeps or takes along with the chip card.

The Customer is obliged to monitor continuous holding of all security elements and inform the bank immediately about any loss or theft of chip card, operation for which he has not given any instruction, errors or other discrepancy in maintenance of the account to which w1se has been established, either a ČSOB branch or Electronic Help Desk (by phone). Actual contact information is available at the address: www.csob.cz. The Customer is obliged to confirm his telephone call in writing on the next business day at the latest. The Customer shall be liable for any financial loss he may incur until the respective information is provided to the Bank in accordance with this Paragraph.

The Customer shall be liable for any financial loss should the instrument intended for communication via w1se be used without using the security elements for identification and authentication to this instrument. The Customer and the (Super) User(s) or Agent(s) must inform the CA without delay of the loss, theft or any serious risk of abuse of the Means of Access and of signature. This must be communicated in accordance with the procedure laid down in the CP/CPS.

(The (Super) User(s) may not use or take the Isabel Secure Signing Card when he (they) leave or are discharged by the Customer. The Customer shall take all measures necessary to ensure that the CA revokes the Certificate.

The Customer is entirely liable for any damage caused or suffered by it, the Bank, the CA or third parties consequent on a delay in the revocation.

4.06. Certificate revocation

The Customer declares that it is aware of, accepts and respects the circumstances for revocation and the procedure for a revocation request, in accordance with the CP and the CPS. The Customer undertakes to ensure that its (Super) User(s) will respect this procedure.

In accordance with the terms and conditions of the CPS, the Customer acknowledges that:

- (i) if a Certificate is revoked, there will be a certain period (interval) of time between the moment of the revocation and the moment of update and publication or re-issuance of the changed Certificate Revocation List, as set out in the CP and the CPS; the revocation will take effect solely on the third banking day following the day of receipt of the validly formulated request for revocation by the CA.
- (ii) In the meantime, the Customer will remain entirely liable for the damages that may directly or indirectly arise. The revocation of a Certificate is definitive and irreversible.

### POWER OF ATTORNEY OF THE SUPER USER

5.01. The signing profile and authorizations of the (Super) User(s)/Agent(s) are specified in the w1se Customer Agreement – Application Form.

5.02. The Super User(s) will enter the signing profile and authorizations of the User(s)/Agent(s) in the w1se application, in accordance with the existing power(s) of attorney.

A User can act as an Agent if the Super User(s) grants (grant) the authority to sign within a particular client contract. The Customer shall ensure the monitoring of the User's (Users') authority/competence. ČSOB does not bear any responsibility whatsoever in this matter.

### PERFORMANCE OF THE SERVICES

6.01. General. It is expressly agreed that the Bank will be held to a 'reasonable efforts' standard in the performance of the Services hereunder.

- 6.02. Output and results of the w1se Services. The Customer understands that it has sole responsibility for, and agrees to be prudent in, the use of the outputs and results derived from the operation of the w1se Services. The Customer agrees *inter alia* to use such outputs and results only after verification of the relevance and correctness thereof, in light of its particular needs.

#### **AGREEMENT IN RESPECT OF THE LEGAL EFFECT, VALIDITY AND ENFORCEABILITY OF A DIGITAL TRANSACTION**

- 7.01. The Parties agree that the digital signature created and used, in accordance with the provisions and procedures described in this Agreement, the CP and the CPS, by a Certified Super User or a Certified User, in its capacity as an Agent, will have the same value and consequences as a hand-written signature and complies with the provisions of § 40 of the Czech Civil Code and the respective provisions of Law No. 227/2000 Coll., on Electronic Signature and Changes to Some Other Laws as subsequently amended, namely in respect of the relationships among the Bank and the Customer and also other legal entities of the KBC Group.

The Parties likewise agree that the digital signature entails all consequences ascribed by law *vis-à-vis* ČSOB, the CA, the Customer, other entities of the KBC Group and third parties.

The Customer may not challenge the legal effect, validity or enforceability of a digital transaction solely because it is in digital, rather than in hand-written form.

- 7.02. Electronic access, messages, connections, operations on the network and transactions between the Customer and the Bank shall be evidenced by means of the logs and transaction files kept electronically by the Bank. The Customer accepts the evidential value hereof. This does not preclude the presentation by each Party of its own evidence by means of methods stipulated in law.

With regard to the nature of w1se the Bank is mandated to document particular financial operations on accounts made via the w1se service. These records are archived at the Bank in electronic form and in a safe manner. The secure method of archiving is the responsibility of ČSOB. The records can be used to protect justified interests of ČSOB as means of proof in any proceedings at courts or administrative bodies.

- 7.03. Should the Customer find any discrepancy in items to be disclosed or the non-disclosure of feasible items, he is obliged to inform the ČSOB branch about any defects and claim the removal of any defects, either any ČSOB branch or via EB Helpdesk within the time limit set in the ČSOB Claims Code. Having been informed about any defect the staff of the branch shall produce a form specifying the defect in detail in compliance with the ČSOB Claims Code. The Bank is obliged to inform the Customer about handling the respective complaint or its status within 30 days following the receipt unless the Bank and the Customer have agreed otherwise. Should the Customer, in accordance with the GBTC and the Terms and Conditions for Account Maintenance and Payments, claim a disputable operation or seek another remedy at ČSOB without any success he is entitled to contact the respective court or the Financial Arbitrator who resolves disputes between banks and clients pursuant to Law No. 229/2002 of the Collection on Financial Arbitrator as subsequently amended. Motions to initiate proceedings at the Financial Arbitrator shall be delivered to this address: Washingtonova 25, Praha 1, 110 00.

#### **INTELLECTUAL PROPERTY RIGHTS AND LICENSES – PROPRIETARY RIGHTS OF THE BANK**

- 8.01. The Customer acknowledges and agrees that it shall have no right, title, claim, or interest in w1se, including, but not limited to, the Services, the Web site of the Bank, the security software, and any other technical or business information owned, controlled, or held for use by the Bank, its providers or sub-contractors, and disclosed to the Customer by or on behalf of the Bank in connection with this Agreement. The Customer undertakes not to infringe such Intellectual Property Rights directly or indirectly, or allow any third party to commit such infringement.

The Customer hereby undertakes and ensures that its employees, Super User(s), Users(s) and Agent(s) will respect the Proprietary Rights of the Bank and never infringe these rights in any way whatsoever.

ČSOB hereby grants to the Customer a personal, non-exclusive, non-assignable, non-transferable right to use, execute, display and perform the w1se Services, the operation of which will be tailored to meet the business needs of the Customer, subject to the terms and conditions of this Agreement.

In particular, but not restricted to the following, the Customer shall not:

- distribute, sub-license, lease, lend or market w1se or the underlying software, or the documentation to a third party, whether free of charge or not;
- allow any third party, other than a (Super) User or Agent, to use or display w1se or the Services;
- use w1se or the Services in order to design, develop, distribute or market a similar or equivalent product or service;
- make w1se directly or indirectly available to third parties by such means as including, but not restricted to, transfer, assignment, license, deposit, consulting service or facilities management;
- adapt, modify, transform or rearrange w1se for any reason whatsoever, *inter alia* for the purpose of creating a new or derivative service;
- decompose the w1se software in any way, except as authorised by applicable law;
- copy the w1se software, except to make a back-up copy.

- 8.02. Proprietary rights of the CA

All information provided in the CA's end-user agreement, the CP and the CPS form part of the intellectual property of the CA. The Certificates and the Means of Access and of signature, including the Public Key, are the exclusive property of the CA. The Customer undertakes not to infringe such Intellectual Property Rights

and shall ensure that its Super User(s), User(s) or Agent(s) will only use the Certificates, Means of Access and of signature in accordance with the provisions of the CA's end-user agreement, the provisions laid down in the CP and the CPS.

8.03. Obligations of the Customer

The Customer undertakes to take all measures necessary, including, but not restricted to, measures in respect of its employees, Super User(s), User(s) and Agent(s) to ensure the protection of all Intellectual Property Rights of the Bank, the RA and the CA related to the use of w1se and/or the Means of Access and of signature, the Certificates, and to prevent any unauthorised person from having access to w1se and/or the Certificates.

8.04. The Customer remains the direct and sole contracting party and point of contact for its clients.

## CONFIDENTIALITY

9.01. Obligation of confidentiality

The Customer shall make all reasonable efforts for the period during which this Agreement is in effect and for five (5) years after its termination:

- (i) to use a level of care, not less rigorous than that taken to protect its own Confidential Information of a similar nature, to keep confidential, and to prevent any unauthorised disclosure of, any Confidential Information of the Bank,
- (ii) to use such Confidential Information only in connection with this Agreement and the Services,
- (iii) not to make any commercial use of such Confidential Information for the benefit of itself or any third party beyond the scope of this Agreement, and,
- (iv) except where required by law or order of any governmental or regulatory authority, not to make any such Confidential Information, or parts thereof, available to any third party.

9.02. The Customer is entitled to disclose such Confidential Information to its representatives and employees, Super User(s), User(s), Agent(s) and subsidiaries, other affiliates or third companies (in the event the Customer is duly mandated to use, administer or operate the accounts of these subsidiaries, other affiliated or third companies) who/which are required to know such information in respect of the performance of their obligations under this Agreement. The Customer will be responsible for and bear any risks (liability for damages) arising from the non-compliance with the provisions of this article by its representatives, employees, Super User(s), User(s), Agent(s) and subsidiaries to whom/which Confidential Information has been disclosed.

9.03. Authorised disclosure

The confidentiality requirement does not apply to:

- (i) information which is or will become public knowledge,
- (ii) information obtained legitimately from a third party,
- (iii) information generated or found completely independently of the other Party,
- (iv) information required to be disclosed pursuant to the applicable law or regulations, or
- (v) the Isabel CP and CPS which are available publicly.

9.04. Upon expiry or termination of this Agreement, the Customer shall, upon request of the Bank:

- (i) forthwith return to the Bank all tangible forms of such Confidential Information which the Customer has thereto acquired from the Bank,
- (ii) use all reasonable efforts to destroy all copies of all materials that incorporate or reflect such Confidential Information, and
- (iii) certify to the Bank that such materials have been either returned or destroyed.

## AVAILABILITY OF w1se AND BACK-UP

10.01. As electronic services are subject to interruption or breakdown for a variety of reasons, access to w1se and the Services are offered on an 'as is, as available basis' only.

10.02. The account information provided by the w1se Services reflects the state of the relevant account at the date and time displayed on the relevant screen.

10.03. The Bank may suspend at any time, and for a reasonable duration, the availability of w1se or the w1se Services, for reasons of maintenance or upgrading the application or similar actions. Where possible and reasonable ČSOB will provide thirty (30) days prior notice. Such suspension shall not incur the Bank's liability or lead to any entitlement to compensation.

## INTERNATIONAL CONTEXT

11.01. ČSOB is affiliated to the international financial group headed by KBC Group NV, Belgium banking and insurance company. The proper management at the level of the group requires client data (in particular about the Super User, User and Agent) to be shared at the level of the group.

The client data will be consulted and used only by the companies being members of the above-mentioned group if it is necessary for the fulfilment of obligations stipulated in law, or for the management of relationships with the Customer. The client data will be provided to, and processed exclusively by persons obliged not to disclose the data, namely within the scope as may be required for the fulfilment of their obligations.

11.02. With respect hereto the physical person or legal entity grants ČSOB its explicit approval to the provision of all processed client data to KBC Bank NV, KBC Verzekeringen NV and KBC Group NV (Belgium) and all its affiliates in the Czech Republic and abroad. The comprehensive list of all affiliates to KBC Group NV is

available in the Annual Report of KBC Group NV or at <http://www.kbc.com>.

If the data is delivered outside the EU, ČSOB will adhere to applicable regulations in respect of data protection to the fullest. Delivery of data about the client is governed by Act. No. 101/2000 Coll. on the Processing of Personal Data.

11.03. Communication and data processing are intended for the following purposes:

- (i) administrative: inter alia, to monitor transactions and all services provided by ČSOB;
- (ii) adherence to legal regulations: inter alia, consolidation and reporting at the level of the group, prevention of criminality and frauds, needs of internal and external audit;
- (iii) business purposes: inter alia, client relation management and direct marketing activities control;
- (iv) any other legal interest of ČSOB or any or several affiliates of KBC Group NV: inter alia to provide information about solvency and trustworthiness of the customer, transaction, security, risk management, loans and losses control at the level of the group and protection of legal claims.

11.04. The client agrees to the processing of personal data by subjects ensuring the operation of w1se, that is, the purpose is to detect the functionality of w1se.

#### **TEMPORARY SUSPENSION OF PERFORMANCE, CHANGES**

12.01. ČSOB may suspend the use of w1se, for its own protection, at any time, while it is investigating whether a default may have occurred, and/or when ČSOB detects any security risk, until the risk is removed. ČSOB is authorised to suspend the use of w1se or block access by any Customer, (Super) User or Agent to individual or all Services at any time, without providing any reasons and without prior notification (except as provided under article 11.01 in the event of suspension for reasons of maintenance), and according to the applicable legislation, if the Bank feels there are sufficient grounds for doing so. Such suspension cannot incur the Bank's liability or lead to any entitlement to compensation.

12.02. ČSOB is authorised to immediately suspend the use, or prevent access to w1se, without incurring the Bank's liability, if:

- Customer, its (Super)User or Agent can not produce the required Certificate, or if the Certificate is revoked or its period of validity has expired;
- there are serious reasons to believe that the Certificate has been issued on the basis of incorrect or false information; or
- ČSOB finds out that the data relating to the Certificate no longer correspond to reality, or that the confidential nature of the information relating to the generation of the signature has been infringed; or
- ČSOB has received notification of the death of the natural person or the dissolution of the legal entity holder of the Certificate.

12.03. If, as a result of force majeure, one Party is unable to meet its commitments in respect of this Agreement, the performance by the Party concerned of the obligations arising from this Agreement will be suspended in whole or in part for the duration of such force majeure, without the Parties being required to provide any compensation. The other Party will, through submission of the requisite documentary evidence, be notified in writing of each case of force majeure or any threat thereof.

The other Party may terminate this Agreement with immediate effect and without judicial intervention, if a period of force majeure lasts or is likely to last for longer than one month.

By force majeure is meant, inter alia:

- natural disasters, in particular fire and floods
- war, general mobilisation,
- power failure;
- general strike;
- closure to traffic;
- shutdown, failure, malfunction, or impairment of the Internet connection
- orders issued by the authorities, government intervention; or

12.04. With regard to potential changes to the respective legal regulations or its business policy or in connection with upgrades of w1se, ČSOB is authorised to modify these w1se Business Terms and Conditions between ČSOB and the Customer. The Customer shall be informed about the new w1se Business Terms and Conditions and the date of effectiveness via the Internet or in another suitable way, not later than 2 months before the change shall become legally effective. The new wording of the w1se Business Terms and Conditions will be available in business premises of ČSOB branches providing this service and at the Internet address [www.csob.cz](http://www.csob.cz). The Customer is obliged to make him acquainted with the new version of the w1se Business Terms and Conditions. Unless the Customer rejects the proposal for the change, it applies that he has accepted the proposal for the change. If the Customer rejects the proposal for the change, he will be authorised to withdraw from the agreement with immediate effect.

12.05. The new wording of the wise Business Terms and Conditions is binding for the concluded legal relationship between ČSOB and the Customer as a change of the originally arranged wise Business Terms and Conditions with effect from the date set in the relevant update of the wise Business Terms and Conditions.

#### **BINDING NATURE/ASSIGNMENT**

13.01. This Agreement is binding on the Parties hereto and their respective successors and permitted assignees. Neither Party may transfer or assign this Agreement, or their rights and obligations under this Agreement, to third parties without first having obtained consent in writing from the other Party. Such consent may not be unreasonably withheld.

- 13.02. ČSOB is entitled to assign this Agreement, or its rights and obligations in respect of this Agreement, to a subsidiary company or to its legal successor(s). The Customer shall take all such actions and enter into such agreement or execute such documents as the Bank may require to effect such assignment.

#### **NOTICES**

- 14.01. Any notice required or permitted to be given to any Party pursuant to this Agreement will be in writing.  
14.02. Addresses and communication details for the purpose of notices are set out in the w1se Application Form.

#### **FINAL PROVISIONS**

- 15.01. Except where a specific period for action or inaction is provided for in this Agreement, no delay on the part of any Party to exercise any right, power or privilege under this Agreement will operate as a waiver thereof. Neither any waiver by any Party of any right, power or privilege nor any single or partial exercise of such right, power or privilege will preclude any further exercise by such Party of that or any other right, power or privilege.
- 15.02. If one or more provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. If one or more provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the Parties will endeavour in good faith promptly to adopt a new provision to replace any invalid, illegal or unenforceable provisions with valid provisions having, to the extent legally possible, the same economic and legal effect as the invalid, illegal or unenforceable provisions.
- 15.03. The provision of the respective support services to the Customer to facilitate using the w1se application is the responsibility of User Helpdesk.  
Detailed information about functions and availability of Helpdesk (contacts and working hours) is available in the form of a "Contact us" (Kontaktujte nás) button in the w1se application.
- 15.04. These w1se Business Terms and Conditions shall be an integral part of the Agreement and the Customer shall receive them upon conclusion of the Agreement at the latest. They shall take effect on November 1, 2009.