

# BUSINESS TERMS AND CONDITIONS FOR ACCOUNTS AND PAYMENTS FOR CORPORATIONS AND INSTITUTIONS



Effective from 1 November 2024.

Československá obchodní banka, a. s., with its registered office at Prague 5, Radlická 333/150, postal code 150 57, ID No.: 00001350, enrolled on the Commercial Register maintained by the Municipal Court of Prague, Section B: XXXVI, Insert 46, BIC: CEKOCZPP, – (hereinafter “**ČSOB**” or the “**Bank**”) issues in accordance with the Civil Code and the Act on the Payment System (hereinafter the “**PTA**”), these Business Terms and Conditions for Accounts and Payments for Corporations and Institutions (hereinafter the “**Conditions**”).

Some of the terms used in the Conditions are clarified in the “CLARIFICATION OF CERTAIN TERMS” section.

## I. OPENING AN ACCOUNT, ACCOUNT ADMINISTRATION AND ACCOUNT CANCELLATION

### General conditions and terms

1. ČSOB opens and manages accounts and provides related services under separate contracts on accounts, payment means and other payment services, as well as under the relevant conditions and terms, which, along with the ČSOB Price List for Corporate and Institutional Clients (hereinafter the “Price List”) and other arrangements, form a framework contract within the meaning of the PTA. The legal relationship between ČSOB and the Client created under the framework contract shall be governed by the law of the Czech Republic (hereinafter referred to as the “**CR**”). No legal right exists to conclude a contractual relationship with ČSOB.
2. Where permitted by ČSOB, the separate arrangements comprising a framework agreement may also be entered into electronically, either with both parties attending, or using means of remote communication. Unless ČSOB allows other method and form of concluding a contract, the contract is concluded electronically with the Client signing a draft contract using a biometric signature and ČSOB affixing a scan of the biometric or other signature of its authorised representative. Unless agreed otherwise, the contract shall be deemed concluded once it is signed by all contracting parties, at which point it shall also take effect. ČSOB shall subsequently attach an electronic mark and a qualified time stamp to the contract and send it to the Client via the e-banking service, or by email.
3. Before the conclusion of a contract / provision of a service, ČSOB shall identify and check the Client, the persons representing the Client, the persons controlling the Client and the actual owner of the Client; in case that a legal person is a member of the Client’s statutory body, also the controlling persons and actual owner of this legal person, at least to the extent stipulated by law. If these persons refuse to be subject to identification and checks as required by ČSOB, no contract will be concluded or no service will be provided. As part of the check, ČSOB may at any time during the contractual relationship require that the identification data of the above-mentioned persons be added to or, that a proof of ID or further information be produced by the Client, in particular with a view to proving the origin of the funds deposited at, or directed to, their account, documents attesting to the creditworthiness and liabilities of the Client, or their credibility, and the Client is obliged to provide such Information to ČSOB. Similarly, ČSOB shall be entitled to request the immediate submission of documents/information necessary to assess whether a particular transaction or trade is in compliance with the KBC Group’s Embargo Policy available on the Website (ČSOB section, ČSOB Policies). ČSOB has the right to refuse to execute, or execute late, an order entered by the Client or any transaction that it reasonably believes does not comply with the law and ČSOB’s procedures thereunder, the Contract or the KBC Group’s Embargo Policy. If ČSOB exercises such a right, it shall not be held liable for any damage that may arise (e.g. as a result of a payment transaction not being executed or being executed late). ČSOB can make copies of all documents submitted by the Client in relation to the fulfilment of the obligations relating to the identification of the Client and check, for the purposes of Act No. 253/2008 Coll., as amended, and process the information obtained in order to meet the purpose of that Act.
4. Within the identification and the check, the Client shall submit to ČSOB in particular any documents proving its existence (or incorporation documents if the legal person was established but not yet created), the manner of acting for the legal person, who is the controlling person and actual owner of the Client and business licences; ČSOB may require that these documents are not older than 3 months. A citizen of the Czech Republic (a natural person) shall typically produce their identity card as proof of ID, a citizen of another state will usually produce a passport as proof of ID or other documents required by ČSOB. A natural person shall promptly communicate any theft or loss of their proof of ID to ČSOB.
5. ČSOB shall be entitled to verify the authority of the person acting on behalf of the Client and to refuse or delay the execution of any order, instruction or request until it considers it beyond doubt that the relevant person is in fact authorised to act for the Client in the given matter.

ČSOB is also entitled to refuse or delay the execution of any order, instruction or request if all necessary documents (e.g. consents, approvals, affidavits, etc.) necessary for the provision of the relevant service or action are not submitted to it or if such documents do not contain the required elements or do not sufficiently prove the relevant facts.

6. The Client is responsible for the timeliness, accuracy and completeness of all data communicated to ČSOB and is obliged to notify ČSOB without undue delay of any changes to such data and to document the data by providing a valid document that clearly proves the veracity of such data (e.g. a valid proof of identity of the person acting on behalf of the Client), except for any changes in their correspondence address or the address of their residence which the Client merely communicates to ČSOB. If the notification occurs at the ČSOB branch, the change of the identification details is effective as of the date of notification.
7. Where the framework contract is required to be published in the register of contracts under the relevant legal regulations, the Client shall arrange for its proper and timely publication at their own expense.
8. ČSOB opens and manages accounts for legal entities – for business-related purposes and non-business-related purposes.
9. The Account Holder is required to maintain their account balance in the amount sufficient to cover the fees charged for the services provided.
10. ČSOB does not open multiple-holder accounts.
11. Unless otherwise agreed in the account contract, the account name consists of the name / business name of the Account Holder.
12. Clients may use services that involve the indirect giving of payment orders, providing information on payment accounts and confirming the account balance in accordance with the Conditions and Terms and technical conditions.

## Disposing of the account and of the account funds

### *General conditions and terms*

13. Disposing of the account denotes any legal action leading to the establishment, amendment or expiry of the account contract, including the granting of the authority to dispose of the account funds or modifying the authority; furthermore, e.g., negotiations concerning the provision of information on the Account Holder's accounts, their balances or movements and balances of funds in these accounts.
14. The account funds can be disposed of using orders to execute payment transactions, which can also be executed using payment means (e.g., debit cards, Internet banking services) as well as using private checks issued using forms made available and approved by ČSOB to go with the account, which are governed by special conditions and terms.
15. ČSOB may refuse to accept a letter of authority to dispose of the account / execute a one-off action related to disposing of the account funds, which authorises the agent to confer the authority onto another person, or a letter of authority that is more than 3 months old.
16. Any person other than the Account Holder may only dispose of the account under a legal authorisation or a special letter of authority granted by the Account Holder, which explicitly defines the specific legal actions when disposing of the account. If the letter of authority is not made in accordance with this clause, ČSOB is entitled to refuse it.

### *Disposing parties*

17. The Account Holder may authorise another person to dispose of the account funds (hereinafter referred to as an **"Authorised Account User"**). The authorisation may cover one or more of the following methods of disposing of the account funds:
  - a) through payment orders in paper format, with a handwritten signature affixed
  - b) through payment orders made using electronic payment means, etc.
    - payment card
    - e-banking services.

Each authorisation granted as stipulated above shall be considered individually; the Account Holder shall grant, revoke or change the Authorised Account User's authorisation with regard to a specific manner of disposing of the account funds. ČSOB may request that the authorisation be conferred using a specified form and may limit the number of Account Holders.

18. ČSOB shall provide a payment card to the Authorised Account User under a special contractual arrangement with the Account Holder. ČSOB shall set up an e-banking service to the Authorised Account User under a special contractual arrangement with the Account Holder and a related contractual arrangement with the Authorised Account User. In such a case, the rights and obligations of the Account Holder and the Authorised Account User are also governed by the special conditions and terms relating to such payment means.

19. The Account Holder may revoke an Authorised Account User's authorisation. The revocation takes immediate effect if it is served in person at a ČSOB branch, otherwise it takes effect on the second business day after being received by ČSOB.
20. A new authorisation or a change in an existing one is effective immediately unless it involves creating a new specimen signature for the Authorised Account User; in the latter case, the authorisation shall only take effect on the effective date of the new Specimen Signature.
21. An Authorised Account User authorised to dispose of the account funds through payment orders bearing their handwritten signature may also check the current account balance and the movements and changes in the account funds, including through account statements, and collect all correspondence addressed to the Account Holder, unless the latter is intended strictly for the Account Holder and the Authorised Account User is also authorised to use the Providing Information on the Payment Account service.
22. Under exceptional circumstances, the Account Holder may authorise a third party to execute a one-off transaction to dispose of the account funds. The transaction covered by the authorisation granted must be accurately defined in the letter of authority and ČSOB may require that the letter of authority be submitted to the branch, at which the transaction is to be executed up to 5 business days prior to the intended transaction date. If the letter of authority is not made in accordance with this clause, ČSOB is entitled to refuse it.

### ***Specimen signature***

23. The Client shall use their own signature (hereinafter referred to as the "**Specimen Signature**") to authorise payment transactions to be executed against payment orders in paper format, bearing a handwritten signature. The Client may use up to two Specimen Signatures, provided in a dedicated form. In the event two Specimen Signatures are used, the signature provided in the "Specimen Signature 1" field is used for signing payment orders relating to accounts, of which the Client is the holder, and that provided in the "Specimen Signature 2" field is used for signing payment orders relating to accounts, in relation to which the Client is merely an Authorised Account User.
24. The Specimen Signature must always be connected with the name of the signatory and meet ČSOB's security requirements. The Specimen Signature must include the Client's name and surname (possibly, only the surname) and must not be in block capitals. ČSOB recommends that the Specimen Signature be different from that used in regular correspondence. ČSOB may refuse establishing a Specimen Signature if doing so contradicts the agreed conditions and terms or ČSOB's security requirements.
25. The Client may change/establish a Specimen Signature by creating a new Specimen Signature using the currently used form. A new Specimen Signature shall take effect:

Place of establishment	Method / time of establishment	Effect of the new Specimen Signature (once established)	
ČSOB branch	paper format	at a ČSOB branch office where it was established	on the same day
		in other cases	on the following business day by 16:00
	biometrically, from 16:00	on the same day	
	biometrically, after 16:00	on the following business day	
Czech Post branch office / before the courier	paper format	2nd business day at the latest, from 16:00 (if accepted by ČSOB and unless otherwise agreed)	

The valid Specimen Signature is always the one that appears in the dedicated form with the latest date of signature by the Client.

The Specimen Signatures that appear on the forms of the Poštovní spořitelna brand before 31 March 2015 and on the ČSOB forms before 8 November 2010 remain valid until the Account Holder changes the authorisation.

### ***Disposing of the account funds without the Client's order***

26. Without an order of the Account Holder / Authorised Account User, ČSOB may debit amounts to the account:
  - a) when charging service fees as per the Price List
  - b) when executing a payment cancellation (if the payment transaction was not executed in accordance with the payment order)

- c) when performing payments executed by ČSOB on behalf of the Client following the use of checks and payment cards, and to cover the due debit interest
  - d) when withholding taxes
  - e) in the course of enforcement, insolvency or other legal proceedings
  - f) in the event of a mutual settlement of receivables and payables (offsetting)
  - g) of the Account Holder, as a beneficiary, for the purpose of returning the amount of an authorised direct debit transaction to the account of the payer's provider upon the latter's request
  - h) if the condition has not been met for crediting a ČSOB account kept with a correspondent bank with an amount transferred from abroad, or a foreign currency amount transferred from within the Czech Republic
  - i) in other cases specified by the relevant legal regulations and/or agreed with the Account Holder.
27. ČSOB shall be obliged to block the account funds following a court decision or a decision of any other competent authority and to execute an enforcement or take any other legal steps in accordance with the applicable legal regulations. If the account balance is higher than the amount determined in the relevant decision, ČSOB may transfer funds corresponding to the amount specified in the relevant decision to a special account where they will be blocked; the transfer shall have no effect whatsoever on the interest the funds are liable to. ČSOB may also block the account funds if it is necessary to perform a corrective payment cancellation. In case of an execution via debiting the receivable from a holding account, the deposit or its part amounting to the due receivable shall be due on the delivery date of the notification of a legally enforceable execution decision to ČSOB.
28. ČSOB shall be entitled to block a Client's payment means by reason of the security of the payment means, especially if there is suspicion that the payment means is being used without authorisation or fraudulently or upon a significant increase in the risk of the Client not being able to repay a loan that can be drawn through the payment means. ČSOB shall inform the Client about blocking the Client's payment means.

#### **Debit balance**

29. The Account Holder may only use the funds up to the amount of the account balance (including any overdraft, where applicable). Wherever the available account balance is overdrawn (regardless of whether the overdraft occurs as a result of the unauthorised overdraft, i.e. the Client using an amount higher than the balance, or as a result of fees being charged for the services provided, or as a result of any other payments ČSOB is entitled to debit to the account without the Client's order), a debit balance will apply. The Account Holder is required to repay the debit balance immediately. Any payment requests relating to the debit balance shall be charged as stipulated in the Price List. ČSOB is entitled to request the payment of a debit interest from the debit balance in the amount according to the Notification of ČSOB for Corporate and Institutional Clients of Interest Terms and Conditions for Deposits in CZK / Notification of ČSOB for Corporate and Institutional Clients of Interest Terms and Conditions for FX Deposits (hereinafter the "Notification", from the date of its occurrence. The debit interest shall be payable immediately; at the end of the calendar month it shall be credited to the debit balance and ČSOB shall have the right to charge interest on the amount increased in this way in the following month.

#### **Offset and assignment**

30. Without ČSOB's prior written consent, the Account Holder may not assign or pledge their receivables from ČSOB resulting from the account contract, or transfer the rights resulting from the contract to another party or assign the contract as such.
31. ČSOB may offset its receivables from the Account Holder, mature or not, resulting from the management of the account or from other bank transactions. ČSOB may offset such receivables against the Account Holder's receivables, mature or not, from ČSOB, to which the Account Holder has become entitled in connection with the administration of any account or for any other reason. If ČSOB's offset-eligible receivables exceed the current balances at the Account Holder's accounts currently kept with ČSOB, ČSOB may block these accounts for the purpose of executing the offset (i.e., to render any cash withdrawals / outgoing payments and direct debit withdrawals/ from the accounts impossible) and use not only the current account balances, but also any funds to be credited to the account in the future to collect its receivables (offsetting).

#### **Transparent account**

32. Where it is agreed between ČSOB and the Account Holder that the account is to be kept transparent (hereinafter referred to as a "transparent account"), ČSOB publishes on its website the information on the account and on payment transactions concerning the account without undue delay after these transactions have been made. ČSOB may publish in particular the number of the account, the name of the transparent account, the accounting balance in the transparent account, the date of the debiting or crediting of a payment transaction and the date of its charging to the transparent account, the denomination or name and surname, or possibly the name of the

account of the contributor, the variable symbol, the amount and currency of the payment transaction, and a description of the payment transaction (especially its reason or purpose).

33. The Account Holder is required to inform the contributor of the fact that the information on payment transactions concerning the transparent account is published and that by publishing this information, some information about the contributor may also be made public. ČSOB recommends that the Account Holder notifies the contributor not to use their personal identification number as a variable symbol. During the keeping of the transparent account, ČSOB may, after three years from the publication of the relevant payment and other information associated with the transparent account, remove this published information from its website.
34. ČSOB ceases to publish the information on transactions as of the day of the termination of the transparency of the account or as of the day of the termination of the account contract. In the case of political subjects (e.g. political parties, movements, etc.) ČSOB leaves the already published information on its website for at least three years from the day of the termination of the transparency of the account or from the day of the termination of the account contract. After the expiry of this period, ČSOB may remove the corresponding published information from its website. In the case of other subjects, ČSOB may remove the published information as of the day of the termination of the transparency of the account or as of the day of the termination of the account contract.

### **Account cancellation**

35. The obligations under the account contract shall cease to apply upon termination, mutual agreement of the contracting parties or withdrawal.

### **Termination**

36. The Account Holder may terminate the account contract in writing without indicating the cause. The notice period is 1 month, starting on the day off the receipt of the notice by ČSOB. ČSOB may require the termination of the account to be signed in accordance with the relevant Specimen Signature if the account balance exceeds CZK 300,000 as of the date of termination.
37. ČSOB may terminate the account contract in writing without indicating the cause. The notice period is 2 months, starting on the 1st day of the calendar month following receipt of the notice by the Account Holder.

### **Withdrawal**

38. ČSOB may withdraw from the account contract and cancel the account if:
- a) at least the minimum first deposit amount is not deposited into the account within 10 business days of the date on which the account is opened if a minimum deposit is required; or
  - b) the Client materially breaches the contract – the emergence of a debit balance shall always be regarded as a material breach of contract; or
  - c) the duration of the obligations arising from the contract or the use of the product or service becomes unacceptable or unlawful for ČSOB as a result of legislation or the internal rules or policies of ČSOB or the KBC Group.
39. The Account Holder may withdraw from the contract in the cases specified by law.

### **Consequences of terminating the account contract**

40. The obligation under the account contract shall cease to apply on the effective day of the termination or withdrawal. The Account Holder is obliged to settle all its obligations arising from the contractual relationship no later than the date of termination of the contractual relationship. ČSOB shall dispose of any positive balance of the cancelled account, minus the amounts of any non-posted payment transactions, as per the Account Holder's instructions granted in writing (in particular via a dedicated form) or via electronic banking services, within 7 business days following the termination of the contractual relationship (Outgoing payment or Cash withdrawal). Cash withdrawals of the positive balance of the account will always be made in CZK, with the exchange rate to be used according to the ČSOB exchange rate list valid on the date the funds are debited from the account. If the Account Holder requests a withdrawal of the balance in connection with the cancellation of the account by means of a cheque, the withdrawal may be made only if the balance is sufficient to cover the cheque fee. ČSOB will cancel the account within 1 month after the end of the contractual relationship, following the settlement of the mutual rights and obligations. In the case of a payment account linked to a holding account with term deposits, ČSOB will close the account no sooner than on the nearest maturity date of the last term deposit on the holding account. In the event of an account on which an enforcement proceeding is being conducted or which the funds are secured under any other legal proceedings, the account will not be cancelled before the last proceeding is completed.
41. If the Account Holder does not grant ČSOB a disposition of the positive account balance no later than the date of the termination of the contractual relationship, ČSOB is entitled to exercise any of the following rights:

- exchange the balance of the foreign currency account into CZK at the exchange rate according to the ČSOB exchange rate list valid on the date of the cancellation of the account;
  - pay the balance to the Account Holder by cheque sent to the Account Holder's mailing address.
42. If a situation arises where the currency of the cancelled account is not specified in the ČSOB exchange rate list, ČSOB is entitled to use the CNB exchange rate valid on the relevant date for the exchange of the positive balance into CZK in accordance with clauses 39 and 40 instead of the exchange rate according to the ČSOB exchange rate list. In the event that the CNB exchange rate cannot be used, ČSOB is entitled to exchange at the current market rate.
43. The instruction to pay out the balance must contain the specified essentials for a payment order served in paper format (for details see the "PAYMENT SERVICES" section and go to the website). ČSOB does not apply any interest to the positive balance on a cancelled account, and unless the balance is paid out, ČSOB transfers it to its internal account and registers it until the lapse of the statute of limitation for the right to its payment. Where the account contract has been entered into for a definite period, ČSOB shall proceed similarly after the expiry of the agreed period.

## II. INTEREST AND FEES

### *Interest*

1. The account funds are subject to ČSOB interest rates in accordance with the interest-related rules applicable to the respective currency. Specific ČSOB interest rates are specified with regard to individual currencies, periods and products. The current interest rates are provided in the relevant Notification available on the website and on the premises of ČSOB branches. The interest rates are derived from reference interest rates, i.e. the interest rates promulgated by the CNB, and they are also subject to the price of money in the market, ČSOB's financing costs and its commercial policy. ČSOB may unilaterally and without prior notice amend the parties' agreement regarding the magnitude of the interest rates applied. The new interest rates will apply to all the Client's accounts from the date of promulgation of the relevant Notification. Any changes in the interest rates shall be communicated to the Client without undue delay, except for changes that are favourable for the Client, which do not have to be communicated.
2. ČSOB may also unilaterally change the interest rates towards negative figures. Such a change shall be communicated to the Client 1 months prior to the effective date thereof, typically using an account statement, Internet banking or by e-mail, as well as through the publication thereof on the website.
3. Interest shall start to be applied to the funds once the funds are credited to the account and cease to be applied on the day preceding the funds being debited to the account. The interest on the account balance is calculated on a daily basis and credited at the end of each calendar month, in the currency of the account. The interest is credited to the account balance, unless agreed otherwise.

### *Fees*

4. ČSOB may charge and collect fees for the services provided as specified by the Price List in force on the date of charging the fee.
5. The fees are payable on the day of being cleared. The fees are charged on the last day of a calendar month, or on the date of provision of a paid service. If a fee is charged with currency conversion, the applicable exchange rate is always the current Czech National Bank's exchange rate valid for the day on which the fee is cleared. Unless otherwise agreed, the fees are always debited to the account in favour of which the service has been provided.
6. Any fee for a service provided during execution or other legal proceedings is only debited to the account after the lapse of the effects of all the decisions on the grounds of which ČSOB was required to block the funds in the account.
7. For an Outgoing Payment issued through the indirect payment order (via Indirect Payment Order), the fee is charged according to the Outgoing Payment item specified for the given type of transaction via the e-banking service for the given type of transaction.

### III. PAYMENT SERVICES

#### General conditions and terms

1. Payment services denote the execution of payment transactions, i.e. depositing cash on, and withdrawing cash and wire transfers of funds from one account to another. ČSOB executes such payment transactions against payment orders in accordance with the framework contract and the relevant legal regulations.
2. ČSOB will refuse to execute a payment order if the obligation to deny such an order results from a legal regulation. ČSOB is entitled to reject to execute a payment order which does not comply with the conditions specified in the general agreement, which is sent via data box, or if there are reasonable doubts whether the payment order was issued by an authorised person (for example if the given payment instrument was misused). ČSOB is not liable for damages suffered by the Client due to not executing the given payment order as specified above. Except for where doing so would contravene the law, ČSOB will inform the Client of the non-execution of the payment order, usually in Internet Banking, by post or by phone.
3. Payment transactions executed against payment orders placed using a payment card or via the e-banking service are also subject to the conditions and terms governing such means of payment.
4. Documentary transactions (such as letters of credit and guarantees), bills of exchange and checks are subject to special conditions. For SEPA direct payments, these Conditions apply only in the extent not governed by special conditions.
5. Unless otherwise agreed, a payment order may only be submitted in paper format, using the form provided by ČSOB.
6. If the nature of the payment order permits, the Client is required to review the explanatory notes to the payment order prior to placing it (if such explanatory notes are available for the respective type of payment order), which are provided in the form or on the website. When placing a payment order, the Client is obliged to follow the instructions provided in the form concerned (including the explanatory notes), in Internet banking or on the website, and fill in all the information marked as required. The binding instructions may also contain samples of filled-out forms available on the website. A payment order in paper form must be legible and must not include any cross-outs, deletes or overwrites. Everything stated above also applies adequately with consent to direct debit payments.
7. If ČSOB keeps an account for the Client that is accessible through Internet banking, ČSOB may, with the Client's consent, transmit information about such account, balance thereon and payment transactions made to the provider of the information about the account.

#### Authorisation of payment transactions

8. ČSOB executes authorised payment transactions only. A payment transaction is authorised if the Client gives their consent to it in an agreed manner. By granting their consent, the Client at once confirms they have reviewed information relating to the transaction before authorising it.
9. The Client authorises the payment transaction:
  - a) for payment orders in paper form, by attaching a handwritten signature corresponding to their latest Specimen Signature, and/or using any other authorisation mechanism, contractually agreed or specified by ČSOB. ČSOB shall confirm the receipt of a payment order in paper format by an employee of the bank with an imprint of a stamp on a copy of the payment order or the detachable part of the relevant document.
  - b) for a payment order entered via the e-banking service, using the authorisation elements specified in the relevant contractual provisions.
  - c) for a payment order placed via a payment card, or other means of payment, in accordance with the relevant contractual provisions.

#### Execution of a payment transaction

10. ČSOB executes payment transactions on business days in the manner and within the time limits stipulated in "TIME LIMITS FOR THE EXECUTION OF PAYMENTS". ČSOB shall debit the funds to the Client's account once the payment order is accepted, provided all conditions agreed for the execution thereof have been met and the Client does not require a later maturity date. The time of receipt of a payment order shall be determined on the basis of the time and the method of its transmission to ČSOB - for detailed conditions see the section on "TIME LIMITS FOR THE EXECUTION OF PAYMENTS". If a payment order is received outside ČSOB's business hours or after the agreed time (the so-called cut-off time), the payment order shall be deemed accepted at the start of ČSOB's business hours on the very next business day.

11. Unless stipulated otherwise for specific types of payment transactions in the Conditions and Terms, ČSOB undertakes to not execute a payment order unless sufficient funds are available on the account of the Client, as a payer, on the required due date.

If insufficient funds are on the payer's account as of the due date of a payment order to make an outgoing payment, direct debit payment or standing order (including one set up indirectly), so that the order cannot be executed, ČSOB keeps the payment order and payment generated based on a standing order in its records:

- for domestic payment system, until the end of the 2nd business day after the due date (so 2 calendar days in the case of transfers in CZK onto an account at ČSOB). A transfer order given indirectly shall be excluded from processing on the due date.
- for foreign payment system, until the beginning of the 3rd business day after the due date (immediately after the opening of the banking system). A transfer order given indirectly shall be excluded from processing on the day following the due date (immediately after the banking system has been opened).

If the account available balance increases during the above time limit so that it is possible to execute the recorded payment order, ČSOB shall execute it. In that case, funds will be debited from the account on the following business day after the required increase of the account balance at the latest.

12. If the payment order indicates a due date that does not fall on a business day, ČSOB shall execute the payment order on the nearest business day. This does not apply for the below stated payment orders for transfers in CZK, if the account of the payer and the account of the beneficiary is at ČSOB.

- an order for an outgoing payment assigned via Internet banking / a payment card
- a standing order a standing order for a direct debit payment.

13. ČSOB shall not execute a payment order with a due date that occurs more 365 days from the date of its transmission.

14. In foreign payments, ČSOB shall not execute a standing order for the transfer of a variable amount if the payer's account, on the due date, shows a balance lower than the minimum balance of funds determined by the payer and indicated in the order. In such a case, the payment order shall immediately be excluded from processing and shall not be executed.

#### ***Withdrawing a payment order***

15. The Client may only withdraw a payment order in the cases, using the method and within the time limits agreed in the section on "TIME LIMITS FOR THE EXECUTION OF PAYMENTS". A payment order given indirectly cannot be withdrawn.

#### ***Liability for an incorrectly executed / unauthorised payment transaction***

16. A payment transaction shall be deemed to have been duly executed if it has been executed in accordance with the payment order.

17. The Account Holder / Authorised Account User shall notify ČSOB in writing of any unauthorised or incorrectly executed payment transaction without undue delay after becoming aware thereof, usually by phone via the Client Centre, at any ČSOB or Česká pošta, s.p. branch and in other forms specified in the ČSOB Complaint Rules (unless the relevant conditions applicable to the specific payment means, using which the payment has been made, specify a different form of the notification), and in any event at the latest within 13 months of the date on which the funds were debited to the payer's account. If they fail to do so and ČSOB objects to this fact, the Account Holder's rights resulting from the unauthorised or incorrectly executed payment transactions may not be acknowledged.

18. ČSOB shall be liable to the Account Holder, as a payer, for an incorrectly executed payment transaction, expect where ČSOB shows to the Client or the beneficiary's provider, that the amount of the incorrectly executed payment transaction has been duly credited to the beneficiary's provider's account in a timely fashion. If that is the case, the liability to the beneficiary for the incorrectly executed payment transaction shall rest with the beneficiary's provider.

19. Where ČSOB is liable to the Account Holder, as a payer, for an incorrectly executed payment transaction and he / she informs ČSOB that they do not insist on the execution of the transaction, ČSOB shall immediately restore the balance at the account, to which the amount of the payment transaction was debited, as if the incorrect execution of the payment transaction did not occur at all. If that is impossible, ČSOB shall return to the Account Holder the amount of the incorrectly executed payment transaction, any fee paid, and the lost interest in a different way. This procedure shall not apply if the Account Holder only informs ČSOB that they do not insist on the execution of the payment transaction after the amount of the payment transaction has been credited to the beneficiary's account.

20. Where ČSOB is liable to the Account Holder, as a payer, for an incorrectly executed payment transaction and he / she does not inform ČSOB that they do not insist on the execution thereof, ČSOB shall immediately make sure



that the amount of the incorrectly executed payment transaction is credited to the account of the beneficiary's provider and restore the balance at the Client's account as if the incorrect payment transaction did not occur at all. If that is impossible, ČSOB shall return to the Account Holder the amount of the incorrectly executed payment transaction, any fee paid, and the lost interest in a different way.

21. Where ČSOB is liable to the Account Holder, as a payer, for an incorrectly executed payment transaction, ČSOB shall immediately restore the balance at the Client's account, as if the incorrect payment transaction has not been executed at all. If that is impossible, ČSOB shall return to the Account Holder the amount of the incorrectly executed payment transaction, any fee paid, and the lost interest in a different way.
22. If an unauthorised transaction is made, ČSOB shall, as soon as it learns of such a transaction but no later than the end of the business day following the day on which the Account Holder / Authorised Account User reports such a transaction, restore the balance of the account from which the transaction is debited as if the transaction has never happened. If that is impossible, ČSOB shall return to the payer the amount of the payment transaction, any fee paid, and the lost interest in a different way. The aforementioned time, however, shall not begin to run if ČSOB has reason to believe that the Account Holder / Authorised Account User has acted fraudulently and reports this fact to the Czech National Bank. ČSOB shall not be obliged to return the amount of an unauthorised payment transaction pursuant to the first sentence if the loss therefrom is borne by the Account Holder.
23. The Account Holder shall bear the loss from an unauthorised payment transaction:
- up to the amount of €50 if it was due to the use of a lost/stolen payment means or due to its misuse, except where the Account Holder / Authorised Account User has not acted fraudulently and
    - they could not have ascertained the loss/theft/misuse of the payment means before the unauthorised transaction was made, or
    - the loss/theft/misuse of the payment means was due to the conduct of ČSOB;
  - in full if it occurred as a result of the Account Holder's / Authorised Account User's fraudulent conduct or owing to the fact that the Account Holder / Authorised Account User breached their obligation, intentionally or due to gross negligence, to use the payment means in accordance with the contract, to protect it (its security features) against loss/theft/misuse and to report the loss/theft/misuse, if applicable, of the payment means to ČSOB without undue delay, except where the Account Holder / Authorised Account User has not acted fraudulently and:
    - the loss was incurred after the Account Holder / Authorised Account User had reported the loss/theft/misuse of the payment means to ČSOB, or
    - ČSOB failed to secure suitable means for reporting it, or
    - ČSOB breached its obligation to demand strong verification of the Account Holder / Authorised Account User.
24. ČSOB shall use the Czech National Bank exchange rate valid as at the relevant date to convert the loss arising from an unauthorised payment transaction that is borne by the Account Holder.
25. If ČSOB refunds the amount of an (allegedly) unauthorised payment transaction to the Account Holder and finds out afterwards that the Account Holder was not entitled to the refund thereof as:
- it was not an unauthorised payment transaction, or
  - the loss from the unauthorised transaction is borne, in whole or in part, by the Account Holder.
- ČSOB may deduct the amount, to the extent to which the Account Holder was not entitled to the refund thereof, from any account of the Account Holder held with ČSOB without the Account Holder's consent.

### **Exchange operations**

26. ČSOB exchanges one currency into another using ČSOB exchange rates valid on the day of the exchange. If the value to be exchanged in CZK exceeds CZK 1,5 million (or the equivalent value in the foreign currency), ČSOB shall use an exchange rate derived from the current exchange rate in the interbank foreign exchange market. In the event of major exchange rate fluctuations in the interbank foreign exchange market, ČSOB may adjust ČSOB exchange rates within a single business day. In the Price List, ČSOB may set a limit on the number of exchange transactions to be executed between multiple accounts of one and the same Client; if the Client exceeds the limit, ČSOB may block the Client's payment means, using which the Client has placed orders to execute the exchange operations.
27. Information on the exchange rates (list of exchange rates) is posted within the premises of all ČSOB branches and on the website. For an order for an outgoing payment or a standing order involving a currency exchange between the accounts of one and the same Client kept with ČSOB through Internet banking the exchange rate is communicated to the Client using Internet banking.
28. To convert the transferred amount from the currency of the Client's account, where the Client is a payer, to the transfer currency, ČSOB will typically use the *currency - sale* exchange rate of the currency being transferred according to ČSOB's exchange rate list in force at the time of the transfer (from ČSOB's perspective, this transaction will amount to selling the transfer currency to the Client). If neither the transfer currency, nor the

currency of the Client's account is CZK, the exchange rate is determined as the ratio of the *currency - purchase* exchange rate of the account currency and the *currency - sale* exchange rate of the transfer currency.

To convert the transferred amount from the transfer currency to that of the Client's account, where the Client is a beneficiary, ČSOB will typically use the *currency - purchase* exchange rate of the transfer currency according to ČSOB's exchange rate list in force at the time of the transfer (from ČSOB's perspective, this transaction will amount to purchasing the transfer currency from the Client). If neither the transfer currency, nor the currency of the Client's account is CZK, the exchange rate is determined as the ratio of the *currency - purchase* exchange rate of the transfer currency and the *currency - sale* exchange rate of the account currency.

29. If the amount of the transfer exceeds EUR 5000 (or the equivalent in the other currency), the Client, as a payer, and ČSOB may agree on a personalised exchange rate (for a transfer order placed in electronic banking, by telephone, via the Electronic Banking services or otherwise through the Client Centre, or alternatively via a ČSOB branch, or in paper format in the "further instructions" box). ČSOB may exceptionally allow the Client to negotiate a personalised exchange rate even in the case of a lower transfer amount. If personalised exchange rate is approved, ČSOB will affect the exchange at this rate; otherwise, it shall affect the exchange in accordance with the general rules; ČSOB will include information on the exchange rate in the account statement.

## Non-cash payment services

### General conditions and terms

30. For payments made in HUF (Hungarian Forint), ČSOB rounds the amounts of the transactions in a standard manner, to figures without decimals.
31. ČSOB transfers funds in CZK and selected foreign currencies, which are listed on the website.
32. The identifier required for the proper execution of any payment order is the account number and the code of the provider for domestic payment services, and the IBAN (or the account number and the code of the provider) and the name of the account of the beneficiary for international payment services.
33. A payment order in paper format must be transmitted to ČSOB during the opening hours of one of its branches, via the relevant bank teller, unless agreed otherwise. Where permitted by ČSOB, a payment order may also in certain causes be transmitted to ČSOB in paper format through selected third parties.
34. ČSOB may withdraw its consent to direct debit or a standing order established in favour of an account kept by a bank that no longer exists; ČSOB shall inform the Client thereof.

### Domestic payment services

35. Domestic payment services denote transfers / debits of funds in CZK within the Czech Republic.
36. Domestic payment services mainly take the form of:
- a) outgoing payments (an order for an outgoing payment can also be entered as
  - b) (bulk)
  - c) Direct debit (order for direct debit orders may also be entered in bulk or a standing bulk order (the order is entered separately for direct debits on accounts kept by ČSOB and for direct debits on accounts kept by other providers),
  - d) standing orders.
37. A payment order must at all times contain the following details, as a minimum:
- a) payer's account number and the code of their provider
  - b) beneficiary's account number and the code of their provider
  - c) transfer amount, expressed numerically, or determined in another manner agreed with ČSOB
  - d) currency (unless specified otherwise in the relevant form)
  - e) purpose of the transaction if the amount of the transfer/direct debit is EUR 15,000 or more or the equivalent in a different currency
  - f) for a standing order and direct debit order based on a standing order, the indication whether an establishment, change or cancellation is required; in the event of order establishment, the payment interval and the first payment date must be specified; in the event of an order change or an order cancellation, the initial order must be identified.
38. Orders for outgoing payments with future maturity within domestic payment system shall be performed by ČSOB subject to the available balance of the payer's account:
- a) according to payment due date
  - b) within the same due date, according to priority (determination of payment order)

- c) within the same priority, according to the amount (from highest to lowest).
39. Orders for outgoing payments within domestic payment system which were not executed on the due date because of insufficient available funds on the payer's account shall be performed by ČSOB subject to the available balance of the payer's account:
- a) according to priority
  - b) within the same priority, ordered by the original due date
  - c) within the due date, according to the amount (from highest to lowest).
40. Before the execution of individual payment orders, the Client may ask ČSOB in writing to change their priority.
41. An order of an outgoing priority payment can be executed in CZK only, where the respective amount is debited to the Client's CZK account, and credited to the beneficiary's CZK account with another provider. If the order for an outgoing priority payment is placed using a form in printed format with a handwritten signature, the Client must indicate "PRIORITY PAYMENT" in the Instruction for ČSOB box.
42. A bulk order for an outgoing payment can only be used to transfer amounts in CZK to be debited to the Client's CZK account and credited to the Client's CZK account with ČSOB, or to be credited to the beneficiary's CZK account with another domestic provider.
43. Hard-copy daily standing orders may only be placed for business days (Mon–Fri). Two options are available for electronic daily standing orders: Mon–Fri or Mon–Sun.
44. The Client, as a beneficiary, may use a direct debit order where they have agreed on this payment method with the payer and both accounts are CZK accounts. Direct debit may only be used with regard to domestic payment services. In a direct debit order in printed format, where the amount is to be debited to a payer with another domestic provider, the Client must indicate a due date that comes at least 1 business day after the order is transmitted to ČSOB if the order is transmitted to a bank teller. For a direct debit order transmitted via the e-banking service by the agreed cut-off time, the Client must indicate a due date that comes at least one business day after the transmission of the order.
45. The direct debit is affected against a consent granted by the Account Holder, as a payer (consent to direct debit). In certain cases, the Account Holder may directly grant the consent to direct debit to a third party – beneficiary, who has an account with ČSOB, if so agreed with the beneficiary and ČSOB. A consent to direct debit granted as described above may only be amended or withdrawn by the beneficiary. If the consent to direct debit has been granted using a form in paper format, the Client, as a payer, must sign it using their current Specimen Signature, or authorise it in another manner agreed or specified by ČSOB. A consent to direct debit granted via the e-banking service, or in another manner authorised by ČSOB, shall be confirmed by the Client in the manner agreed for the specific payment means concerned.
46. A consent to direct credit must at all times contain the following data, as a minimum:
- a) Client's account number, where the Client is the payer, and ČSOB's code
  - b) beneficiary's account number and the code of their provider (does not apply to direct debit SIPO)
  - c) limit and period, to which it applies (i.e., the maximum amount that may be debited to the Client's account under a direct debit order during the selected period; ČSOB may set the maximum limit).
- Other mandatory data may be determined for example for the approval of direct debits in favour of specific beneficiaries.
47. ČSOB may cancel a consent to direct debit if no transactions have been executed on this basis during the last 12 calendar months; ČSOB shall inform the client thereof.

### **Foreign payment services**

48. Foreign payment services denote transfer of funds from/to abroad and transfers of funds in a foreign currency within the Czech Republic.
49. ČSOB executes international transfers of funds and transfers of foreign currencies within the Czech Republic based on orders for outgoing payments and standing orders.
50. A payment order must at all times contain the following data, as a minimum:
- a) account number, account name – name and surname/name/business name and address of the payer
  - b) account number, account name – name and surname/name/business name and address of the beneficiary
  - c) name and address of the beneficiary's provider, BIC or the national payment code
  - d) transfer amount, expressed numerically, or determined in another manner agreed with ČSOB
  - e) currency (ISO code)
  - f) purpose of the transfer (regardless of the amount transferred)
  - g) charging code (as defined in the "DEFINITION OF CERTAIN TERMS" section)

- h) for a standing order, the indication whether its establishment, change or cancellation of the order is required; in the event of establishing a standing order, a transfer interval and the first transfer date must be specified and the required type of change and the effective date of the order change/cancellation of the standing order must be identified.
51. For a transfer to EU/EEA Member States, the Client shall enter:
- a) the beneficiary's account number in the IBAN format
  - b) the beneficiary's provider's BIC (except for SEPA payments)
  - c) the SHA charging code.
52. The Client must state the SHA charging code also in the case of a transfer in any currency to an account held with ČSOB or ČSOB SR.
53. For a transfer to countries that are not EU/EEA Member States, or for a transfer in non-EU/EEA currencies, ČSOB cannot guarantee that the charging code will be respected by the intermediary on beneficiary's bank. Where the intermediary bank does not respect the charging code specified, the amount transferred may be reduced by the fees charged by the intermediary bank.
54. ČSOB recommends that the purpose of the transfer be indicated in the English language. ČSOB is not responsible for the intermediary banks' or the beneficiary's provider's failure to process a payment order, or for any additional expenses the banks may incur as a result of not being able to understand the specified purpose of the transfer.
55. For an international transfer and for a transfer in foreign currencies, ČSOB may determine the method of the transfer and use correspondent relationships of their choice and at their discretion.
56. ČSOB has the right not to execute a transfer in a currency that is not listed in the ČSOB exchange rate list, or in a currency, with regard to which there are no correspondent relationships established between the beneficiary's provider and ČSOB.
57. ČSOB has the right not to execute a from/into a country that figures in the list of risk and non-collaborating jurisdictions or a country in relation to which the current KBC Group Embargo Policy, available on the Website (ČSOB section, CSOB Policies), restricts the execution of payment transactions.
58. ČSOB is not responsible for the time limits, method and quality of processing of payment transactions by other providers. Further, ČSOB is not responsible for any additional expenses and costs incurred by other providers and may charge them to the payer's account.
59. If a payment order placed under a system of international payment services does not contain the name and address of the beneficiary's provider, BIC, national payment code, the purpose of the transfer or the charging code, or if any of these data is illegible or incorrect, ČSOB may contact the Client by telephone and ask them to add to or clarify such information. The phone conversation between ČSOB and the Client will be recorded. If, following such notification by ČSOB, the Client adds to, corrects or clarifies the data over the phone or by e-mail (as requested by ČSOB), the very act will be regarded as an expression of the Client's will and it will replace their original expression of will made in the respective payment order with regard to the information additionally provided by the Client.
60. ČSOB is entitled to change:
- a) The charging code submitted by the Client to the mandatory SHA charging code for the transfer to EU/EEA Member States;
  - b) The BIC of the beneficiary's provider submitted by the Client to BIC derived from IBAN for the transfer to EU/EEA Member States;
  - c) The charging code submitted by the Client to the mandatory SHA charging code for the transfer in any currency to a ČSOB account and ČSOB SR account.
61. Intermediary providers in EU/EEA Member States, may—for transfers to such Member States—refuse or return the transfer to the payer's provider or require additional charges from the payer if the beneficiary's account number is not indicated in the IBAN format (including where an invalid or an incorrect IBAN is indicated), or in the absence of the beneficiary's provider's BIC (including where an invalid or an incorrect BIC is indicated, except for SEPA payments where the BIC is not required), or if no SHA charging code is not indicated.
62. A payment order, on the basis of which ČSOB is to credit the transfer amount from a foreign account or a payment in a foreign currency, must contain the unique identifier of the Client as the beneficiary, i.e., either their bank account number in the valid IBAN format, or the standard account number and the beneficiary's account name.
63. ČSOB may refuse/return the transfer amount to the payer's provider if the payer is not sufficiently identified using the account number (in the IBAN format for transfers from EU/EEA Member States), or another identifier and name/business name and address.
64. For a transfer from EU/EEA Member States, ČSOB is entitled to change the fee payment code provided by the payer to the SHA fee payment code, which is mandatory for payments with the EU/EEA. For such transfers, ČSOB may also refuse or return the transfer amount to the payer's provider if the following data are not indicated:
- a) account number of the Client as the beneficiary, in the IBAN format

- b) unique identifier of ČSOB as the beneficiary's provider (BIC)
  - c) SHA charging code.
65. For transfers from EU/EEA Member States in these States' currencies, ČSOB will transfer the amount in favour of the account of the Client, as the beneficiary, on the same day, and in the currency of other states at the latest on the following business day after the transfer amount has been credited to ČSOB account and ČSOB has received from the payer's provider the documents necessary for the amount to be credited to the Client's account.
66. ČSOB may debit an amount transferred from abroad, and an amount transferred in a foreign currency within the Czech Republic against the account of the Client as a beneficiary if the amount transferred has not been credited to a ČSOB account kept with a correspondent bank, and, further, if the transfer amount has been credited to the account of the Client, as an unauthorised beneficiary, as a result of an incorrect execution of a payment transaction by ČSOB.
67. The Client may not request a transfer in a currency not listed in the current ČSOB exchange rate list without a prior agreement with ČSOB.
68. The following arrangement apply to **payment transactions in Chinese currency (CNY) and to China:**
- a) Accounts held in Chinese currency only allow cashless payment services.
  - b) ČSOB use so-called offshore variant of Chinese currency (the currency used outside mainland China); the exchange rate of this variant is used.
  - c) If requested by Chinese authorities, beneficiary's bank or correspondent bank, the Client shall upon request by ČSOB submit without any undue delay the business documentation on the placed payment transaction (e.g. business agreement, travel documents.)
  - d) In case of transaction to China in CNY, the Client shall list in the "transfer purpose" field whether it is a payment for goods or for services.

## Cash payment services

### General conditions and terms

69. The selected ČSOB branches offering cash services accept cash deposits and allow cash withdrawals in CZK and selected foreign currencies listed in the currency section of ČSOB exchange rate list. Foreign currency coin deposits are limited to certain currencies and denominations only. Cash deposits and cash withdrawals are available only for accounts in CZK and foreign currencies listed in the currency section of the ČSOB exchange rate list. Accounts in other foreign currencies are intended for non-cash payments only. An overview of these foreign currencies is provided on the Website.
70. Czech Post branches accept cash deposits and allow cash withdrawals in CZK (when such service is made available by ČSOB) and selected Czech Post branches also allow deposits and withdrawals in EUR. Coin deposits in EUR are limited to predetermined values.
71. ČSOB only accepts slightly damaged foreign currency banknotes at the ČSOB branches when the same are deposited to the account by the Account Holder or Authorised Account User, against a fee indicated in the Price List. The severity of damage exhibited by foreign currency banknotes shall be assessed by an employee of ČSOB. ČSOB shall replace damaged CZK banknotes and coins in accordance with the applicable legal regulations.
72. ČSOB may impose limits on certain cash transactions, or exclude them altogether – the offer of cash services currently provided is posted in the premises of ČSOB branches and on the website.
73. For any cash payment transaction at a ČSOB branch, ČSOB may require the Client to present their identity card.
74. The Client shall be informed of the execution of any cash payment transaction via a cash receipt, or a receipt from an ATM, and via sending a statement.
75. On receiving a cash receipt confirming the execution of a cash payment transfer, the Client must check its correctness and request any correction at the latest before signing the receipt or before signing the cash withdrawal document. The Client shall confirm the correctness of the payment transaction executed by attaching their signature. After the Client has left the counter, the payment transaction may no longer be cancelled.
76. For foreign currencies, ČSOB does not exchange banknotes of one denomination for another.

### Cash Deposit

77. ČSOB accepts cash deposits at selected ČSOB branches, via cash-in machines and at Czech Post branches, using selected types of payment cards, slips or using other mechanisms as specified in the conditions and terms of Czech Post.
78. For a cash deposit of more than CZK 50,000 or an equivalent value in a foreign currency, or for a deposit of more than 50 coins, ČSOB may require a filled-out form listing the banknotes and coins. ČSOB may also require a filled-out form listing the banknotes for an exchange of cash executed in CZK only.

79. If, during a cash payment transaction at the counter, an unusually worn banknote or coin is seized or suspected of having been tampered with or counterfeited, a document shall be issued to the Client certifying that the Client's banknotes or coins have been seized in accordance with the applicable legal regulations. If a cash payment transaction is executed via a cash-in machine and if some of the banknotes used are tentatively evaluated by the cash-in machine as worn or suspected of having been tampered with or counterfeited, the value of the banknotes is credited to the Client's account in full. If the banknotes are subsequently evaluated as excessively worn, tampered with or counterfeited, ČSOB must seize such banknotes and inform the CNB accordingly. ČSOB will issue a certificate for such banknotes to the Client. The value of the seized banknotes will be deducted from the account, for which the payment card was provided, by which the deposit has been made at the latest within 30 days of the deposit through a cash-in machine.
80. At selected branches, ČSOB also accepts cash in secured packaging and night vault packaging under pre-agreed contractual conditions.

### **Cash Withdrawals**

81. Clients make cash withdrawals from their accounts upon producing proof of ID and submitting the withdrawal document specified by ČSOB (where required by ČSOB) at the selected ČSOB branches. The withdrawal document must be signed using the valid Specimen Signature. The Client shall always confirm the receipt of the funds by attaching their signature to the specified withdrawal document.
82. When withdrawing cash using a payment card at Czech Post, the Client must enter the PIN to authorise the payment order. The Client may be requested to produce proof of ID. The Client must agree with the relevant Czech Post branch on the conditions for cash withdrawals of a larger sum of money in advance; otherwise, the Czech Post branch may reduce the withdrawal amount, or reject the withdrawal.
83. If the amount of cash to be withdrawn exceeds the limit set by ČSOB, ČSOB may require that the withdrawal be announced to it by the specified deadline; this also applies to the sum of specific cash withdrawals from one and the same Client's accounts during the same business day. The limits on cash withdrawals and the deadlines and rules for announcing them in advance are posted in the premises of ČSOB branches and on the Website. ČSOB's obligation to have the ordered cash available for the Client expires with the lapse, in vain, of the determined withdrawal date. ČSOB may charge a fee on announced cash withdrawals that are not executed, as specified in the Price List.
84. For cash withdrawals where the exact number of banknotes and coins of specific denominations is determined, ČSOB may require the submission of a document listing the banknotes and coins 3 business days in advance.
85. For withdrawals of cash in a foreign currency, ČSOB is entitled to request notification of this within the specified deadline even if the cash withdrawal is lower than the limit of the given branch, or even if no limit has been set by the branch. ČSOB is not obliged to keep on stock the required composition of the cash to be paid out.
86. The Client is obliged to recalculate the cash paid out to them. Complaints applied after the Client receives the cash and steps away from the counter will be disregarded.

## **IV. HOLDING ACCOUNT WITH NOTICE PERIOD**

### **General conditions and terms**

1. The rights and obligations not regulated in this section shall be governed by the arrangements of the other parts of the present Conditions and Terms.
2. A holding account is established and held only in CZK; it does not allow to establish a direct debit and issue a debit card. ČSOB does not issue private check forms and bank checks for holding accounts.
3. The condition for establishment of a holding account is the existence of a current account with ČSOB in the same currency (hereinafter in this part as a "**Related Account**").
4. The Specimen Signature of the Related Account applies also to the holding account unless determined otherwise by the Account Holder.
5. The Client may dispose of the funds on a holding account only through a cashless transfer to the Related Account.
6. In accordance with the contract, the interest is credited to the holding account or to the Related Account.

### **Deposit cancellation**

7. Normally, the Client may dispose of funds on the holding account on the basis of a written deposit cancellation submitted by the Client, subject to the agreed notice period, at the earliest on the last day of the notice period; if such day is not a business day, then on the next following business day.
8. Unless the Client determines a later date, the notice period commences on the day following the day when the cancellation is delivered to ČSOB and it shall be in calendar days.

9. There may be several deposit cancellations at the same time on a holding account up to the total amount of its available balance.
10. Without the deposit cancellation or before the end of the notice period, the Client may dispose of funds on a holding account only after a mutual agreement with ČSOB based on a request; in such case, ČSOB is entitled to charge a fee under the Price List.

## V. ACCOUNT STATEMENTS

1. The Account Holder shall be informed of any payment transactions executed, any payments credited to their account or any fees debited to it through receiving an account statement in the agreed form and in the agreed interval. By default, ČSOB sends account statements in electronic format via Internet banking on a monthly basis. If no transactions have occurred during the effective period, no account statement is sent.
2. The manner, form and frequency of its sending may be changed upon the Account Holder's request. ČSOB shall confirm the completed change to the Account Holder. If the Account Holder opts for other than the standard regime of receiving the account statement, ČSOB may charge fees in accordance with the Price List.
3. The Account Holder is required to immediately check any account statement received for continuity of the settlement process, correctness of the balance of the account funds and correctness of the payment transactions executed. If the Account Holder identifies any irregularities, they shall communicate them to ČSOB without undue delay, and in any event within the time limit stipulated by the relevant legal regulations.
4. Where sending account statements has been agreed via Internet banking and the contractual relationship is terminated, the final account statement shall be sent to the Account Holder in paper format, at the correspondence address communicated by the Account Holder to ČSOB.
5. Where it has been agreed that the statement shall be sent via Internet banking and the contractual relationship regarding Internet banking services is terminated, the account statements shall thereafter be sent to the Account Holder in paper format, at the correspondence address communicated by the Account Holder to ČSOB.
6. ČSOB also sends the Account Holder the account statement in paper format for the period from the termination of the contractual relationship to the settlement of the mutual rights and obligations and account cancellation.
7. After the end of each calendar year, ČSOB shall inform the Account Holder of the balance of funds at the account through the December account statement, or in other appropriate ways, where relevant. Where it has been agreed that the Client will collect the account statements in person at a branch, ČSOB may send the balance notices to the Account Holder at their residential address provided in the account contract.
8. In the event the personal collection of the account statements scenario is selected, ČSOB may discard any non-collected account statements for the past calendar year after the lapse of 3 months from the end of the calendar year concerned. ČSOB may change the method of sending account statements from personal collection at a ČSOB branch to any other method at any time.

## VI. MUTUAL COMMUNICATION

### **General conditions and terms**

1. Communication between ČSOB and the Client shall take place in the Czech language unless otherwise agreed, namely:
  - a) through personal visits to ČSOB branches
  - b) over the phone / by text messages
  - c) by correspondence (in paper format)
  - d) electronically (especially via the e-banking service, or by emails and data box messages)
  - e) via a phone call to the Client Centre.

ČSOB may communicate with the Client via a data box if ČSOB is able to verify the Client's identity and if all requirements for the corresponding legal action are fulfilled.

2. ČSOB may use all Client's contact data for communication with the Client (addresses, emails, phone numbers) communicated to it by the Client at the time of establishing the contractual relationship and in the course thereof.
3. Documents addressed to the Client may be collected at ČSOB by the Client (Account Holder or Authorised Account User), or any other duly authorised persons.
4. Documents addressed to ČSOB shall be deemed delivered once they are delivered to any of ČSOB branches.

### **Deliveries via a postal service provider**

5. ČSOB may send documents delivered by a postal service provider to the Client:

- a) to the correspondence address communicated by the Client
  - b) to the residential address given in the respective contract and if the Client later announced its change to ČSOB, to the last address so announced; ČSOB is always entitled to send a document to the residential address if it considers it appropriate under the circumstances; a P.O. box cannot act as the residential address
  - c) to any other address agreed; the agreed address must not be the address of a ČSOB branch.
6. The Client shall arrange for the receipt of consignments at the above addresses; any breach of this obligation shall be considered a wilful frustration of delivery. For consignments sent to an agreed address solely to the addressee or with a delivery note which are returned to ČSOB as undeliverable (irrespective of the reason), the effects of delivery shall occur on the day of their return to ČSOB. For other consignments sent to the agreed address shall be deemed delivered to the Client on the 3rd business day following the date of dispatch, within the Czech Republic, and on the 15th business day for consignments heading abroad. In the event that a document that has been sent to the Client is returned as undeliverable, ČSOB shall be entitled to stop sending any correspondence relating to the account.
7. If a document sent to the Client is returned as undeliverable, ČSOB may suspend sending all correspondence relating to the account.

### ***Translations and legalisations***

8. For documents served in any language other than Czech, ČSOB may require that the Client acquire a certified translation into Czech at their own expense. ČSOB shall not be liable for any delay in the execution of the service or order concerned caused by the need to have the document translated.
9. If the Client submits a foreign public document or a foreign private document certified by a foreign authority, ČSOB may require that the document be subject to a higher form of legalisation (super-legalisation or provided with an apostille).
10. ČSOB may require an official authentication of the signature on all written legal acts that are not taken in the presence of a ČSOB employee.
11. ČSOB shall have a reasonable period of time, generally 10 business days, to review any documents submitted under unusual circumstances (e.g. foreign public documents, letters of authorisation, documents relating to changes in the company, trust succession, trust funds, etc.). In the event of more complex situations, ČSOB may extend the above time limit. It shall inform the Client of the extension at any time.

## **VII. CONCLUDING PROVISIONS**

### ***General conditions and terms***

1. Where the framework contract (or a part thereof) has also been prepared in a language other than Czech, its interpretation shall be governed by the version in Czech.
2. Except for where the context clearly requires otherwise, a word in singular shall also imply the word in plural, and vice versa.
3. ČSOB may disclose the Confidential Information to companies within the ČSOB Group. Companies within the ČSOB Group may in particular use the Confidential Information with a view to serving the Client and providing customer care, including their marketing efforts and offering trades and services provided by the ČSOB Group and their business partners, for example in the form of commercial email notifications. For the above purposes, ČSOB is also entitled to provide the Confidential Information on the Client to persons from the KBC Group. ČSOB may further disclose the Confidential Information to business partners who have been entrusted with the performance of certain activities or who offer, sell or operate ČSOB Group products for the purpose of the fulfilment of business contracts, including the settlement of claims.
4. With the Clients' consent, ČSOB may provide their Banking Information to third parties at their request. Banking Information is used as a source of information when establishing new business contacts, making business relationships more transparent, and enhancing confidence among business partners.
5. ČSOB processes the Client's personal data in the context of the negotiations leading to the conclusion and performance of the contract. Detailed information on the processing of personal data is provided in the "Information on the processing of persona data" document available on the website and on the premises of ČSOB branches.
6. ČSOB, as the Controller of personal data based on authorised interest acquires and archives records of correspondence with Clients (telephone calls, e-mails, online chats) for the purposes of their service and provision of quality client service, particularly for handing their requirements or initiatives. The records may also be acquired as proof in the case of disputes. Some legal regulations also order ČSOB to record telephone calls.



7. The terms and the other arrangements forming the framework contract shall also be binding upon other persons who use the account, payment means, payment service (e.g. upon Authorised Account Users or other persons with business links to the account in question or other products related to the framework contract), whom the Account Holder undertakes to familiarise with the content thereof. Furthermore, the Account Holder undertakes to familiarise such persons and, if applicable, actual holders with the Information on personal data processing.
8. ČSOB's activities are supervised by the Czech National Bank with its registered office at Na Příkopě 28, 115 03 Prague 1, [www.cnb.cz](http://www.cnb.cz). The Client is entitled to file a complaint with the supervising authority.
9. ČSOB accepts and handles complaints and claims made by Clients in accordance with the ČSOB Complaint Rules, available on the ČSOB website and at ČSOB branches. An Authorised Account User may only file a complaint against the way a payment transaction has been executed if they have personally authorised the transaction. If the Client is dissatisfied with the way their complaint has been dealt with, they may have recourse to the ČSOB Group Ombudsman, in one of the following ways:
  - a) by sending a letter to Československá obchodní banka, a. s., Ombudsman of the ČSOB Group, Radlická 333/150, 150 57 Praha 5
  - b) via a web form on the ČSOB Website
  - c) by sending an email to [ombudsman@csob.cz](mailto:ombudsman@csob.cz) or
  - d) to the ČSOB data box: 8qvdK3s(in the subject of the message the Client shall indicate "Appeal for the handling of a complaint")
10. The extent of services offered at different branches may differ. Visit the website for more detailed information.

#### **Amendments to the framework contract**

11. ČSOB may propose to the Client to amend to a reasonable extent the framework contract (i.e. to amend the actual account contract, the present Conditions and Terms, or other contracts, under which the related payment services are provided to the Client, and the conditions applicable to such services, the Price List and any other arrangements comprising the framework contract within the meaning of the PTA) due to changes in legislation, its interpretation or changes in standards applicable to the banking market; changes in the situation on financial markets or the banking services market; developments in market and risk indicators, including capital adequacy requirements; developments in the technology and security of banking services; optimisation of banking products and services or changes in ČSOB's business policy. The amendment may apply to the framework contract as a whole or to any of its parts. ČSOB shall post the information on the proposed amendments on the website at least one month before the proposed effective day and inform the Client of this via a message sent to their Internet banking, their account statement, or a letter or via email (to the last e-mail address provided by the Client) or a data message. Unless the Client refuses the proposed amendment by its effective date, they shall be deemed to have accepted it. If the Client refuses the proposed amendment before its effective date, they have the right to terminate the contract affected by the amendment at no charge and with immediate effect.
12. By way of derogation from the previous clause, ČSOB and the Client agree that ČSOB may unilaterally amend the framework contract or a part thereof in the event that the amendment made for reasons specified in the previous clause does not have any negative impact on the Client in terms of the parameters and price conditions applicable to the product, service or payment means concerned.

ČSOB shall generally inform the Client of such changes in advance via Internet banking, by publishing the related information on the website or by sending Client an account statement, email or a data message. The Client may also review such changes within the premises of ČSOB's branches.

#### **Effect**

13. The Conditions shall become effective on 1 November 2024 and supersede the Business terms and conditions for accounts and payments for corporations and institutions effective from 1 July 2024.

### **VIII. CLARIFICATION OF CERTAIN TERMS**

Below, you will find a list and explanations to some important concepts and abbreviations, which may appear in the Terms and Conditions and the unified labelling of services related to the payment account, which ČSOB is legally obliged to use.

#### **Current market rate**

The exchange rate determined on the relevant date in good faith and in a commercially reasonable manner by ČSOB according to the current market situation and available price sources.

#### **Banking information**

Information that contains the Client's identification data, the term of their contractual relationship with ČSOB, basic information on the account (whether the account is active and whether the account balance is positive), ČSOB's

position on the Client's financial obligations to ČSOB (whether the obligations are properly repaid in a timely fashion), an evaluation of the Client's credibility and, where appropriate, recommendation of a business connection.

**BIC** (Bank Identifier Code)

Provider's (bank's) swift address, which allows the provider to be identified uniquely within the country concerned.

**Biometric signature**

Handwritten signature using a special device (tablet, signpad) that captures not only the graphic form of the signature but also its dynamic features (e.g., pressure, speed).

**ČSOB SR**

Československá obchodní banka, a.s., with its registered office at Michalská 18, 815 63 Bratislava, ID No. 36854140

**Due date**

The day determined by the Client as the one, on which funds are to be debited to their account; the due day may come before the receipt of the payment order.

**Confidential information**

Information on the Client ČSOB has obtained in connection with the provision of its services, which is subject to the confidentiality obligation.

**KBC Group's Embargo Policy**

Restrictive measures applied by KBC Group against states, certain territories, organisations and natural and legal persons who violate human rights, international law, engage in or are suspected of engaging in criminal activities, terrorism, money laundering, etc. Restrictions are generally the result of sanctions and embargoes by international organisations (e.g. the EU or UN) or national legislation; however, KBC Group, as part of its responsibility to its clients and the supervisory authorities for the lawful and ethical conduct of its business, and taking into account the principles of social responsibility, may extend the restrictive measures and apply stricter policies than those required by law.

**IBAN** (International Bank Account Number)

International Bank Account Number, which allows the account number with the respective provider (bank) of the beneficiary within the country concerned to be uniquely identified.

**Providing information on the payment account**

A payment service provided through a third party having an appropriate authorisation to whom ČSOB conveys information about the Client's payment account.

**Client**

A natural person or a legal entity,

- a) who has expressed their intention to establish a contractual relationship with ČSOB aimed at the provision of services
- b) to whom ČSOB provides services on a contractual basis
- c) who is authorised to dispose of the account funds or who transmits the right to dispose of the accounts to ČSOB in any form

**Client Centre**

Telephone assistance service provided to Clients via a hotline.

**Charging codes for international payment services:**

**OUR**

If the Client is the payer, they cover both ČSOB's and the beneficiary's provider's fees, possibly the fees of intermediary providers.

If the Client is the beneficiary, they do not cover any fees and shall receive the transfer amount in the original amount according to the payer's instructions. The original payer is charged a fee as per the Terms and Conditions for Bank Correspondents of 1% of the amount transferred, min. CZK 300, max. CZK 2,000.

(The above mentioned applies only if the other providers follow the rules for this code of fees, which cannot be guaranteed by ČSOB.)

**SHA**

If the Client is the payer, they will only bear the fees charged by ČSOB; any fees charged by the beneficiary's provider shall be borne by the beneficiary.

If the Client is the beneficiary, they will only bear the fees charged by ČSOB; any fees charged by the beneficiary's provider shall be borne by the payer.

The Client shall receive the initial transfer amount as instructed by the payer, reduced, as the case may be, by the fees charged by any intermediary providers. The SHA code is mandatory for payments to/from EU/EEC member countries and is the only permitted code for any currency payments to ČSOB clients in the Czech Republic or Slovakia. Additional fees charged by intermediary banks may be collected from the payer with regard to SHA Outgoing Payments lower than the permitted minimum amounts defined by the intermediary banks.

**BEN**

If the Client is the payer, the Client does not pay any fees; the beneficiary will receive the amount transferred reduced by ČSOB's fees according to the Terms and Conditions for Bank Correspondent of 1% of the amount transferred, at least CZK 300, but no more than CZK 2,000, and will also pay the fees of its provider.

If the Client is the beneficiary, they will bear both the fees charged by ČSOB and any fees charged by the beneficiary's provider. The Client shall receive the transfer amount reduced by the payer's provider's fees and, as the case may

be, by the fees of any intermediary providers. Additional fees charged by intermediary banks may be collected from the payer with regard to BEN Outgoing Payments lower than the permitted minimum amounts defined by the intermediary banks.

**Cut-off time**

A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.

**Account Holder**

Person with whom ČSOB has entered into an account contract.

**Indirect giving of a payment order**

A payment service provided through a third party having an appropriate authorisation which consists in giving a payment order to an outgoing payment from the payment account of the Holder thereof via the Internet. As part of the service of Indirect setting up of a payment order, it is possible to place a Standing order for domestic payments.

**Notification**

Notification of ČSOB for Corporate and Institutional Clients of Interest Term and Conditions for Deposits in CZK and Notification of ČSOB for Corporate and Institutional Clients of Interest Term and Conditions for FX Deposits, available on the website and at each ČSOB branch office.

**Payer**

A person to whose account funds are to be debited to execute a payment transaction, or who makes a cash deposit to execute a payment transaction.

**Branch cash desk hours**

Hours set for cash acceptance at cash branches within the branch opening hours.

**Branch opening hours**

The opening hours of a branch on a business day.

**Transfer**

A summarised labelling for any of the below stated cash-less payment transactions (including their possible options):

- a) Outgoing payment
- b) Incoming payment
- c) Standing order
- d) Direct debit

**Beneficiary**

A person to whose account funds are to be credited in accordance with a payment order, or to whom funds are to be paid out in cash in accordance with a payment order.

**Price List**

ČSOB's Price List for corporate and institution clients available on the website and at each ČSOB branch

**SEPA payment**

SEPA is a payment in the EUR currency within the Single Euro Payments Area (SEPA), stating the payer's and beneficiary's account numbers in the IBAN format and the SHA charging code. A list of SEPA countries is available from [www.csob.cz/sepa](http://www.csob.cz/sepa).

**ČSOB Group**

ČSOB and entities forming a business grouping along with ČSOB, specifically:

ČSOB Hypoteční banka, a. s., with its registered office at Radlická 333/150, 150 57 Praha 5, ID No. 13584324,  
ČSOB Stavební spořitelna, a. s., with its registered office at Radlická 333/150, 150 57 Praha 5, ID No. 49241397,  
ČSOB Pojišťovna, a. s., member of the ČSOB Holding, with its registered office at Masarykovo náměstí 1458, 532 18, Pardubice - Zelené Předměstí, ID No. 45534306,  
ČSOB Penzijní společnost, a. s., member of the ČSOB Group, with its registered office at Radlická 333/150, 150 57 Praha 5, ID No. 61859265,  
ČSOB Asset Management, a. s., Investment Company, with its registered office at Radlická 333/150, 150 57 Praha 5, ID No. 25677888,  
ČSOB Factoring, a. s., registered office Benešovská čp. 2538/č.o. 40, 101 00, Praha 10 - Vinohrady, Company ID 45794278,  
ČSOB Leasing, a. s., with its registered office at Na Pankráci 60/310, 140 00, Praha 4, ID No. 63998980,  
ČSOB Leasing pojišťovací makléř, s. r. o., with its registered office at Na Pankráci 60/310, 140 00, Praha 4, ID No. 27151221,  
ČSOB Pojišťovací servis, s. r. o., Member of the ČSOB Holding, with its registered office at Masarykovo náměstí 1458, 532 18, Pardubice - Zelené Předměstí, ID No. 27479714,  
Patria Online, a. s., with its registered office at Jungmannova 24, 110 00, Praha 1, ID No. 61859273,  
Patria Finance, a. s., with its registered office at Jungmannova 24, 110 00, Praha 1, ID No. 26455064,  
Patria Corporate Finance, a. s., with its registered office at Jungmannova 24, 110 00, Praha 1, ID No. 25671413,  
and  
ČSOB Advisory, a. s., with its registered office at Radlická 333/150, 150 57 Praha 5, ID No. IČO 27081907.  
For more details on the ČSOB Group please refer to [www.csob.cz/skupina](http://www.csob.cz/skupina).

**KBC Group**

Company KBC Group NV, with its registered office at Havenlaan 2, B-1080 Brussels, Belgium, reg. no. 0403.227.515 and persons who form a business group with it

**Consent to direct debit**

The Account Holder's consent to direct debits of funds to their account in favour of a beneficiary's account in accordance with the beneficiary's order; the Account Holder grants the consent to ČSOB, or directly to the beneficiary, if so agreed by the beneficiary and ČSOB.

**Handwritten signature**

A signature affixed by the Client themselves to a document or other medium (such as a signpad).

**Cash deposit**

The Client deposits the funds in the account in cash.

**Correspondence address**

Address the Client has communicated to ČSOB as the address, to which their correspondence is to be sent.

**Website**

The ČSOB website available at [www.csob.cz](http://www.csob.cz).

**Unified labelling of services related with the payment account:**

According to the Terms and Conditions, labelling in the below stated basic forms and using a capital letter as the first letter only where it is suitable with regard to the understanding of the text.

**Direct debit**

A one-off or repeat transfer of funds from the Client's account, as the payer, onto another account based on the order of the beneficiary. The Client must grant consent to a direct debit. SIPO and SEPA direct debits are a special types of direct debits. If the Client is a beneficiary (the Client gives the direct debit order), the term, "direct debit" is used without the first letter of the word being in capital letters.

**Internet banking**

This service enables one to manage an account via the Internet. ČSOB provides Internet banking (including Smart/Smartbanking) within the scope of e-banking services. If the Terms and Conditions states the term "e-banking service(s)", it is understood as Internet banking.

**Outgoing payments**

A one-off transfer of funds from the Client's account onto another account, based on his order. If an indirect payment order was given for an outgoing payment (via the Indirect giving of a payment order service), the initials for an outgoing payment may be used.

**Providing a debit card**

The Client is given a debit card, which he can use to manage the funds on the account, to which the debit card was issued.

ČSOB provides three types of payment cards - deposit cards, debit cards and credit cards. The features of these cards are described in the Business Terms and Conditions for Payment Cards. If the Terms and Conditions state the term "payment card", the clause refers to a debit card as well as the other types of payment cards.

**Incoming payment**

Credit funds transferred from another account onto the account of the Client.

**Standing order**

A repeat transfer of a specific amount of funds from the Client's account onto another account based on the Client's order.

**Managing an account**

Establishing a payment account for a Client and managing it.

**Cash withdrawal**

The Client may withdraw money from the account in cash.

**Sending information via SMS**






ČSOB shall inform the Client about the balance or movement of his account via SMS.

**Sending an account statement**

ČSOB shall provide the Client with a regular account statement from his account.

## IX. TIME LIMITS FOR EXECUTING PAYMENT SERVICES

### 1. Time limits for executing domestic payment services in CZK

Type of order	Order transmission to ČSOB and cut-off time <sup>1</sup>	Order receipt time (i.e., debiting funds to the Client's account for Outgoing payments and standing orders or sending a request for direct debits) <sup>2</sup>	Crediting funds to the account (maximum time limit)	
			Beneficiary kept at ČSOB	of another provider of the beneficiary
Payment orders submitted at the ČSOB branch in paper form				
Outgoing payment Standing order	by 13:00 at the counter during the ČSOB branch's opening hours	on the same business day	on the same business day	on the same business day
	by 17:00 at the counter during the ČSOB branch's opening hours	on the same business day	on the same business day	on the following business day after order receipt
	after 17:00 at the counter, during the ČSOB branch's opening hours	on the following business day	on the following business day	
Outgoing priority payment (to an account with another provider)	by 13:00 at the counter, during the ČSOB branch's opening hours	on the same business day		on the same business day
direct debit order for the payer's ČSOB account	by 17:00 at the counter during the ČSOB branch's opening hours	on the same business day	on the same business day	
	after 17:00 at the counter, during the ČSOB branch's opening hours	on the following business day	on the following business day	
direct debit order for the payer's account with another provider	by 17:00 at the counter during the ČSOB branch's opening hours	on the same business day	on the business day ČSOB received the funds from another provider	
	after 17:00 at the counter, during the ČSOB branch's opening hours	on the following business day		
consent to direct debit <sup>3</sup>	at the counter, during the ČSOB branch's opening hours	on the following business day		








1) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.

2) If agreed with the Client / the Client determines a later due date, the later due date is considered as the moment the payment order is received.

3) Consent to direct debit does not constitute a payment order within the meaning of the PTA.

Type of order	Order transmission to ČSOB and cut-off time <sup>1</sup>	Order receipt time (i.e., debiting funds to the Client's account) <sup>2</sup>	Crediting funds to the account (maximum time limit)
			of another provider of the beneficiary
Payment orders transmitted to ČSOB via the beneficiary's provider			
Direct debit order	by 17:00 on a business day	on the same business day	on the following business day after order receipt

- 1) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial for determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.
- 2) If agreed with the Client/the Client determines a later due date, the later due date is considered as the moment the payment order is received.

Type of order	Order transmission to ČSOB and cut-off time <sup>1</sup>	Order receipt time (i.e., debiting funds to the Client's account for Outgoing payments and standing orders or sending the request for direct debit) <sup>2</sup>	Crediting of the funds to the account (maximum time limit)	
			Beneficiary kept at ČSOB	of another provider of the beneficiary
Payment orders transmitted via e-banking service				
Outgoing payment Standing order  (including transfer and currency exchange up to CZK1.5 million)	by 14:00 <sup>3</sup> on a business day	on the same business day	on the same business day	on the same business day
	after 14:00 until 22:00 on a business day	on the same business day	on the same business day	on the following business day after order receipt
	after 22:00 on a business day	on the following business day at the latest	on the following business day	
Outgoing payment with currency exchange exceeding CZK 1.5 million CZK	by 15:30 on a business day	on the same business day	on the same business day	on the following business day after order receipt
	after 15:30 on a business day	on the following business day at the latest	on the following business day	
Outgoing payment Standing order without currency exchange between accounts at ČSOB	by 22:00 <sup>4</sup>	on the same day <sup>4</sup>	on the same day <sup>4</sup>	
	after 22:00 <sup>4</sup>	on the following business day at the latest <sup>4</sup>	on the following business day at the latest <sup>4</sup>	
Outgoing priority payment (to an account with another provider)	by 14:15 <sup>3</sup> on a business day	on the same business day		on the same business day
	after 14:15 <sup>3</sup> on a business day	on the following business day		on the following business day
direct debit order from the account of the payer at ČSOB	by 22:00 <sup>4</sup>	on the same day <sup>4</sup>	on the same day <sup>4</sup>	
	after 22:00 <sup>4</sup>	on the following day <sup>4</sup>	on the following day <sup>4</sup>	
Direct debit order for an account of the payer with another provider	by 22:00 on a business day	on the same business day	on the business day ČSOB received the funds	
	by 22:00 on a business day	on the following business day		
Consent to direct debit <sup>5</sup>	by 22:00 <sup>4</sup> after 22:00 <sup>4</sup>	on the same day <sup>4</sup> on the following day <sup>4</sup>		

- 1) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.
- 2) If agreed with the Client / the Client determines a later due date, the later due date is considered as the moment the payment order is received.
- 3) Time 13:30 for MULTICASH
- 4) Does not apply during shut-downs.
- 5) Consent to a direct debit order is not a payment order in the sense of ZOPS.

Time limits for withdrawing (i.e. cancelling/changing) a payment order pending processing		
Type of order	Method of withdrawing an order	
	In writing, at the ČSOB branch (with identification of the initial order placed)	
Outgoing payment	by 17:00 at the counter during the ČSOB branch's opening hours	at the latest 1 business day before the due date
Outgoing priority payment	by 17:00 at the counter during the ČSOB branch's opening hours	at the latest 1 business day before the due date
standing order	by 17:00 at the counter during the ČSOB branch's opening hours	at the latest 1 business day before the due date
order	by 17:00 at the counter during the ČSOB branch's opening hours	at the latest 1 business day for direct debit for an ČSOB account, otherwise 2 business days before the due date
Via e-banking service <sup>1</sup>		
Outgoing payment Standing order (also applies to a standing order set up indirectly)	by 22:00 <sup>2</sup>	at the latest 1 day before the due date
order	by 22:00 <sup>2</sup>	at the latest 1 day for direct debit for an ČSOB account, otherwise 2 business days, before the due date

1) Valid for Smartbanking/Smart from the moment the service is made available by ČSOB.

2) Does not apply during shut-downs.

Type of payment transaction	Crediting of funds to the Client's account
Incoming payment (standard, instant and priority)	On the same day ČSOB receives from the payer's provider the funds and background documents required to credit the payment transaction amount to the Client's account

**Note:** ČSOB will credit the incoming payment to the account of the Client as the beneficiary maintained in foreign currency following the exchange of the amount of the payment transaction to the relevant foreign currency in accordance with the rules stipulated in the "PAYMENT SERVICES" section.

## 2. Time limits for executing foreign payment services

In the case of a payment order made in writing, ČSOB may extend the time limits agreed below by 1 business day.

**Note:** The time limits stated in the tables below for Outgoing and Incoming payments also apply for deducting / crediting funds based on already entered Standing Orders. The time limits for making the change or cancelling a Standing Order are stated in a separate table, refer to table 2.5.

## 2.1 Transfers in currencies of EU/EEA member states onto accounts kept at providers in EU/EEA member states, and outside of EU/EEA member states.

2.1.1 Transfers in EUR, HUF, PLN, DKK, NOK and SEK			
Type of order	Order transmission to ČSOB and cut-off time <sup>1</sup>	Order receipt time (i.e., debiting funds from the Client's account) <sup>2</sup>	Crediting funds to a beneficiary provider's account/to the account of a different provider
Payment orders transmitted at the ČSOB branch in writing			
Outgoing payments	by 14:00 at the counter during the ČSOB branch's opening hours	on the same business day	on the next business day following the order receipt
	after 14:00 at the counter, during the ČSOB branch's opening hours	on the following business day	
Payment orders transmitted via the e-banking service			
Outgoing payments  (does not meet the requirements of a STP payment <sup>3</sup> )	by 15:30 on a business day	on the same business day	on the next business day following the order receipt
	after 15:30 on a business day	on the following business day at the latest	
Outgoing payments  (meets the requirements of a STP payment <sup>3</sup> )	by 17:00 on a business day	on the same business day	
	after 17:00 on a business day	on the following business day at the latest	

2.1.2 Transfers in RON and international transfers in CZK			
Type of order	Order transmission to ČSOB and cut-off time <sup>1</sup>	Order receipt time (i.e. deducting funds from the Client's account) <sup>2</sup>	Crediting funds to a beneficiary provider's account/to a different provider's account
Payment orders transmitted at the ČSOB branch in writing			
Outgoing payments	by 14:00 at the counter during the ČSOB branch's opening hours	on the same business day	2nd business day after order receipt
	after 14:00 at the counter, during the ČSOB branch's opening hours	on the following business day	
Payment orders transmitted via the e-banking service			
Outgoing payment  (does not meet the requirements of a STP payment <sup>3</sup> )	by 15:30 on a business day	on the same business day	2nd business day after the order receipt
	after 15:30 on a business day	on the following business day at the latest	
Outgoing payment  (meets the requirements of a STP payment <sup>3</sup> )	by 17:00 on a business day	on the same business day	
	after 17:00 on a business day	on the following business day at the latest	

1) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order.

2) A payment order delivered to ČSOB after this time shall be regarded as received on the following business day. The time limits above apply unless a later due date has been agreed / determined by the Client.



3) STP payment: Beneficiary's provider is designed via BIC, the beneficiary's account is listed in the relevant format, the order does not include sufficient instructions for ČSOB; BIC is not required for SEPA payments.

## 2.2 Other transfers

2.2.1 Transfers in USD, CAD, GBP and CHF			
Type of order	Order transmission to ČSOB and cut-off time <sup>1</sup>	Order receipt time (i.e. deducting funds from the Client's account) <sup>2</sup>	Crediting funds onto a beneficiary provider's account
Payment orders transmitted at the ČSOB branch in writing			
Outgoing payment	by 14:00 during the opening hours of the ČSOB branch	on the same business day	on the following business day following order receipt
	after 14:00 during the opening hours of the ČSOB branch	on the following business day	
Payment orders transmitted via the e-banking service			
Outgoing payment (does not meet the requirements of a STP payment <sup>3</sup> )	by 15:30 on a business day	on the same business day	on the following business day following order receipt
	after 15:30 on a business day	on the following business day at the latest	
Outgoing payment (meets the requirements of a STP payment <sup>3</sup> )	by 17:00 on a business day	on the same business day	
	after 17:00 on a business day	on the following business day at the latest	

2.2.2 Transfers in AUD, CNY, JPY and TRY			
Type of order	Order transmission to ČSOB and cut-off time <sup>1</sup>	Order receipt time (i.e. deducting funds from the Client's account) <sup>2</sup>	Crediting funds onto the account of another provider
Payment orders transmitted at the ČSOB branch in writing			
Outgoing payment	by 14:00 during the opening hours of the ČSOB branch	on the same business day	2nd business day following order receipt
	after 14:00 during the opening hours of the ČSOB branch	on the following business day	
Payment orders transmitted via the e-banking service			
Outgoing payment (does not meet the requirements of a STP payment <sup>3)</sup> )	by 15:30 on a business day	on the same business day	2nd business day following order receipt
	after 15:30 on a business day	on the following business day at the latest	
Outgoing payment (meets the requirements of a STP payment <sup>3)</sup> )	by 17:00 on a business day	on the same business day	
	after 17:00 on a business day	on the following business day at the latest	

Payment orders in currencies, which ČSOB has not specified in the currency list, transmitted in writing and via the e-banking service			
Outgoing payment	by 14:00 on a business day	on the same business day	2nd business day following order receipt

1) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.

2) The time limits above apply unless a later due date has been agreed / determined by the Client.

3) STP payment: Beneficiary's provider is designed via BIC, the beneficiary's account is listed in the relevant format, the order does not include sufficient instructions for ČSOB; BIC is not required for SEPA payments.

### 2.3 Foreign currency transfers within ČSOB and transfers in the following currencies: CZK, EUR and USD to ČSOB SR<sup>1</sup>

Type of order	Order transmission to ČSOB and cut-off time <sup>2</sup>	Order receipt time (i.e., debiting funds to the Client's account) <sup>3</sup>	Crediting of funds to the beneficiary's account with ČSOB / ČSOB SR
<b>Payment orders transmitted at the ČSOB branch in writing</b>			
Outgoing payment	by 14:00 at the counter during the ČSOB branch's opening hours	on the same business day	on the same business day
	after 14:00 at the counter, during the ČSOB branch's opening hours	on the following business day	on the following business day
<b>Payment orders transmitted via the e-banking service</b>			
Outgoing payment  (does not meet the requirements of a STP payment*)	by 15:30 on a business day	on the same business day	on the same business day
	after 15:30 on a business day	on the following business day at the latest	on the following business day
Outgoing payment  (meets the requirements of a STP payment*)	by 17:00 on a business day	on the same business day	on the same business day
	after 17:00 on a business day	on the following business day at the latest	on the following business day

1) For transfers to ČSOB SR in other currencies, the time limits specified in the relevant points of articles 2.1. and 2.2.

2) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order.

3) A payment order delivered to ČSOB after this time is considered as accepted on the following business day. If agreed with the Client / the Client determines a later due date, the later due date is considered as the moment the payment order is received.

4) STP payment: Beneficiary's provider is designed via BIC, the beneficiary's account is listed in the relevant format, the order does not include sufficient instructions for ČSOB; BIC is not required for SEPA payments.

### 2.4 Time limits for withdrawing (i.e. cancelling/changing) a payment order pending processing

Type of order	Request submission
	<b>In writing, at the ČSOB branch (with identification of the initial order placed)</b>
Outgoing payments	at the latest 2 business days before the due date - at the counter, during the ČSOB branch's opening hours, until 14:00
	<b>Via the e-banking service (if possible)</b>
Outgoing payments	at the latest 1 business day before the due date, by 17:00

## 2.5 Time limits for establishing, changing or cancelling a standing order

Type of order	Request submission
	<b>In writing, at the ČSOB branch (change/cancellation with identification of the initial order placed)</b>
<b>standing order</b>	at the latest 2 business days before the requested placement, change or cancellation of a standing order - at the counter, during the ČSOB branch's opening hours, by 14:00
	<b>Via the e-banking service (if possible)</b>
<b>standing order</b>	at the latest 1 business day before the requested establishment, change or cancellation of a standing transfer order - at the counter, during the branch's opening hours, by 17:00



## 2.6 International Incoming Payments and foreign currency Incoming Payments within the Czech Republic, including Intra-company payments within the KBC Group

Incoming Payment	Delivery of the order to ČSOB and crediting the transfer amount to a ČSOB account	Crediting funds to the Client's account <sup>1</sup>
in a foreign currency within ČSOB and in CZK, or in a foreign currency from ČSOB SR	by 16:00 on a business day	on the same business day
in the currencies of EU/EEA Member States	by 16:00 on a business day	
in other currencies	by 16:00 on a business day	on the following business day at the latest

1) The time limit starts once ČSOB receives the amount of the Incoming Payment onto its account along with the background documents from the payer's provider necessary for its crediting onto Client's account, as the beneficiary's account (i.e., a statement from the correspondent bank account and a payment instruction from the intermediary provider).

## 3. Time limits for cash payment services

Payment transactions in the form of cash deposit and withdrawal				
Type of payment transaction	Order transmission to ČSOB and cut-off time <sup>1</sup>	Debiting funds to the Client's account	Crediting of the funds to the account (maximum time limit)	
			of the Client	of the beneficiary's provider
Cash deposit to the Client's account executed at the counter	during the ČSOB branch cash desk hours	✗	on the same business day	✗
Cash deposit to the Client's account, effected using a cash-in machine	by 20:00 on a business day	✗	on the same business day	✗
	after 20:00 on a business day and on non-business days		on the following business day	
Cash deposit to the Client's account executed via a payment card, Document (codes 90 and 95) or Slip (code 040) at Czech Post	during the opening hours of a Czech Post branch	✗	on the following business day	✗
Cash withdrawal from the Client's account, effected at the counter	during the ČSOB branch cash desk hours	on the same business day	✗	✗

Cash withdrawal from a cancelled account, effected at the counter	by 16:00 during the ČSOB branch cash desk hours	on the same business day <sup>2</sup>		
	after 16:00 during the ČSOB branch cash desk hours	on the next following business day <sup>2</sup>		

1) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.

2) Time of payment of the account balance for a cancelled account.