



SBERBANK

Business Terms and Conditions for Current and Savings Accounts

Effective as of 15 December 2019

BUSINESS TERMS AND CONDITIONS FOR CURRENT AND SAVINGS ACCOUNTS

Part I/ Introduction

- (1) The following Business Terms and Conditions for Current and Savings Accounts ("**Account Terms and Conditions**") stipulate the binding rules for using the current and savings accounts arranged under a respective agreement ("**Account Agreement**") entered into by and between Sberbank CZ, a.s., Co. Reg. No. 25083325, registered in the Commercial Register with the Municipal Court of Prague under File No. B 4353 ("**Bank**") and the Bank's clients ("**Client**").
- (2) **Any capitalised terms used but not defined herein have the meaning defined in Part Three/Clause I of the General Business Terms and Conditions.**

Clause I/ Standardised Terminology

- (1) **Outgoing Credit Transfer** – The Bank remits funds as instructed by the Client; from the Client's account to another account regardless of the account holder.
- (2) **Incoming Credit Transfer** – The Bank credits the Client's account with funds remitted from another account.
- (3) **Cash Withdrawal** – The Client withdraws cash from an account.
- (4) **Direct Debit** – The Client enables the beneficiary to instruct the Bank to remit funds from the Client's account to the beneficiary's account. Following the said instruction, the Bank remits the funds to the beneficiary; on the date(s) agreed by and between the Client and the beneficiary. The sums remitted may vary. Standard direct debits and SIPO.
- (5) **Standing Order** – The Bank remits a particular amount from the Client's account at regular times; as instructed by the Client.

Clause II/ Other Terminology

- (1) **Cash Deposit** – The Client deposits cash into an account.
- (2) **Payment Order** – The Client instructs the Bank to make the Outgoing Credit Transfer, Direct Debit, Cash Withdrawal or Cash Deposit.
- (3) **SEPA Credit Transfer:**
 - a) Standard outgoing Credit Transfers in EUR directed to the SEPA zone (EEA and other affiliated companies), entered on a SEPA payment instruction, with the requirement that the transaction must contain a unique identifier (IBAN), recipient's name, and the fees are shared between the payer and payee (SHA). A condition for realisation is SEPA availability of the payee's bank.
 - b) Incoming Credit Transfers in EUR directed from the SEPA zone (EEA and other affiliated countries), using the SHA fee method, received in SEPA XML format.
 - c) Standing Orders in EUR involving a particular amount directed to the SEPA zone (EEA and affiliated countries), with the requirement that the transaction must contain a unique identifier (IBAN), the recipient's name and use of the SHA fee method. A condition for realisation is SEPA availability of the payee's bank.
- (4) **Regulated EUR payment** – a regulated EUR payment shall be understood as:

- a) a standard or urgent outgoing payment in EUR within the EU / EEA zone, issued as a foreign payment instruction, with a requirement that the transaction must contain a unique identifier (IBAN) and the recipient's account name. The payment will be processed with the fee type SHA, meaning that fees will be shared between the payer and payee.

In the case of a standard regulated EUR payment, the Bank shall be entitled to process the payment as a SEPA payment.

- b) Incoming payment in EUR received from the EU / EEA zone from the SEPA zone using the SHA fee method, received in swift format.
- (5) **Payment Transaction** – Cash Deposit, Cash Withdrawal, Incoming Credit Transfer, Outgoing Credit Transfer, executed Direct Debit and executed Outgoing Credit Transfer under the Standing Order; the said being classified as domestic, foreign, SEPA payments and regulated EUR payments.

Part II/ Accounts

Clause I/ Account Opening and Maintenance

- (1) The Bank opens and maintains accounts (current and savings accounts; collectively the "Accounts") for residents and non-residents being private individuals and legal entities; in CZK or in currencies stated in the FX Rates; and in accordance with the international agreements and Czech law in force.
- (2) **Under the Account Agreement, the Bank undertakes to open and maintain the Account for the Account Holder and do so under the terms and conditions agreed therein; the Account Holder undertakes to pay a fee for the services rendered by the Bank at the agreed price. The Bank may stipulate a minimum deposit amount, minimum balance, or minimum turnover applicable to the Account.**
- (3) **The Bank converts all transactions credited to the Account to the currency in which the Account is maintained.**
- (4) Upon the death of the Account Holder, the Account Agreement is terminated on the Business Day following the day on which the Bank has credibly learnt as of the death of the Account Holder if:
 - a) There is unauthorised overdraft on the Account.
 - b) A zero balance is maintained on the Account. OR
 - c) There is unauthorised overdraft on the Account or a zero balance is maintained on the Account after the death of the Account Holder is credibly announced to the Bank and there is no obligation to maintain the Account at the Bank under other agreements entered into with the Bank.

In other cases of the Account Holder's death, the Account Agreement is not terminated. If the Bank credibly learns that the Account Holder has died, the Bank discontinues on the following day only the payment transactions from the Account explicitly stipulated by the Account Holder; other payment transactions continue to be executed by the Bank as per the instructions given to the Bank by the Account Holder and persons authorised thereby. If it is credibly proven to the Bank that an administrator of the

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decedent's estate or executor of a will was appointed and authorised to transact with the Account of the deceased Account Holder, such person has the rights and responsibilities of the Account Holder and the Bank follows the instructions given by such person. Upon termination of the inheritance proceedings, the Bank will proceed with the Account as stipulated in the respective final decision issued by the court.

- (5) **Unless so previously approved by the Bank, the Client may devise no legacy to the Account or the Account Agreement.**
- (6) The services provided by the Bank are subject to a fee stipulated in the List of Fees valid as at the day the service is provided. The Bank and the Client may agree on special conditions when charging fees (including the amount of the fees and the conditions on which they are charged), also by phone or via the Internet Banking or other means of electronic communication. Only the Bank is authorised to offer the conclusion of an agreement of the type described in the previous sentence, and the Bank is also entitled to determine the form of the agreement and the manner of its receipt by the Client.

Clause II/ Account Transactions

- (1) The Account Holder may transact with the Account and the funds therein. A party other than the Account Holder may transact with the Account solely on the basis of a special power of attorney granted by the Account Holder and bearing an officially authenticated signature of the Account Holder. No official authentication is required if the power of attorney is granted in the presence of the Bank's staff. The above does not apply if the Client is a minor with no full legal capacity as at the day of entering into the Account Agreement whereby transacting with the Account and funds deposited therein is restricted as agreed in Part V hereof.
- (2) Persons stated and signed in the signature specimen cards, if prepared, constituting an inseparable part of the Account Agreement or persons authorised by the Account Holder under the Account Agreement or by a special power or attorney bearing an officially authenticated signature of the Account Holder are authorised to transact with the funds in the Account. No official authentication is required if the power of attorney is granted in the presence of the Bank's staff. The Account Holder is liable for the authenticity of the signature of persons authorised to transact with the Account.
- (3) Specimen signatures are obligatorily provided on the Bank's form signed in the presence of the Bank's staff by the Account Holder and a person authorised to transact with the Account. Specimen signatures, whether executed, changed or cancelled, are binding on the Bank with effect from the next Business Day after the same have been executed/changed/cancelled; unless a different date of effect is agreed by and between the Account Holder and the Bank. The authorisation to transact with the Account terminates upon the death of the Account Holder unless otherwise implied by the content of the specimen signature card or the Account Agreement.

Clause III/ Account Statements

- (1) The Bank informs the Account Holder about the Account balance, executed payment transactions and deposit insurance in an Account statement provided or made available to the Account Holder at the time periods and in the manner as stipulated in the Account Agreement.
- (2) **Account statements sent to the Account Holder via the Infoterminal or distributed electronically via the Electronic Archive arranged in the Internet Banking or other Direct Banking Product, as the case might be, are deemed standard Account statements. Other methods of sending the Account statements are deemed non-standard and as such may be subject to a fee charged by the Bank as stipulated in the List of Fees. If the Account statements are distributed via the Internet Banking or other Direct Banking Product as agreed in the Account Agreement and the respective Account Agreement is terminated, the Account statements will thereafter be distributed to the Client by post.**
- (3) **If the written Account statement cannot be delivered to the Account Holder by post, the Bank may change the method of distribution and distribute the subsequent Account statement via the Electronic Archive arranged in the Internet Banking.**
- (4) Unless otherwise agreed with the Account Holder, the Account statement are issued by the Bank always with the balance as at the final Business Day of the given period for which the account statement is issued.
- (5) If no payment or other transaction is executed on the Account within the respective period, no account statement is issued.
- (6) Unless otherwise agreed with the Account Holder, the Account statement or other correspondence are not distributed to the persons authorised to transact with the Account.
- (7) The Bank provides to the Account Holder – Consumer an overview of the consideration for services associated with the Account for the previous calendar year by the end of February, in the same way in which the Account statement are provided to the Account Holder.

Clause IV/ Account Settlement

- (1) **The Bank debits funds from the Account primarily as indicated by the Client in the Payment Order/Direct Debit and does so in accordance with the Payments Terms and Conditions. The Bank may further debit funds from the Account to:**
- a) **offset or collect the Bank's claims against the Account Holder, namely in order to:**
 - aa) **collect the fees charged for the rendered services; pay the costs and interest; and settle other Bank's claims;**
 - ab) **settle the claims from the unauthorised overdraft on the Account;**
 - ac) **settle the claims from the payments made by the Bank to a third party on Client's behalf under a bank guarantee, debt assumption, cumulative intercession, etc.;**
 - b) **make corrective settlement initiated by the Bank or another financial institution in accordance with law in force;**

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- c) accommodate a request of a payer's bank to return the amount debited under a pre-authorized direct debit;
- d) accommodate a final and enforceable decision of an entitled authority; and/or
- e) act with respect to other circumstances implied by the Account Agreement or law in force.

Clause V/ Non-Executed Payment Orders

- (1) The Bank informs the Client about the non-executed Payment Orders as agreed in the Account Agreement. Information about the Payment Orders non-executed due to insufficient funds in the Account or due to the holds in the Account can be printed out at the Infoterminal. Other information about the non-executed Payment Orders is thus sent to the Client by post even if the Client and the Bank have agreed in the Account Agreement that the information would be provided via the Infoterminal or via the Internet Banking or other Direct Banking Product. Information about the non-executed Payment Orders submitted to the Bank via the Internet Banking or other Direct Banking Product is always sent to the Client via the Direct Banking Products regardless of the manner agreed in the Account Agreement. Information about the non-executed indirect Payment Orders is sent to the Client via the Internet Banking in which the Client manages the authorisations of the indirect Payment Order service providers.

Clause VI/ Credit Interest

- (1) Unless otherwise agreed, the funds deposited in the Accounts bear interest at the rates announced by the Bank on the day the Account Agreement has been executed with effect for the respective currency, product and account balance (if any). The current interest rates are available on the Bank's website at www.sberbank.cz. The Bank and the Client may agree on special conditions concerning the interest with respect to the Account balance and do so also by phone or via the Internet Banking or other means of electronic communication. Only the Bank is authorised to offer the conclusion of an agreement of the type described in the previous sentence, and the Bank is also entitled to determine the form of the agreement and the manner of its receipt by the Client.

Clause VII/ Termination

- (1) The Account Agreement may be terminated:
- a) by lapse of term for which the Account Agreement has been arranged;
 - b) by agreement of the parties;
 - c) by notice of termination served by either party in writing;
 - d) by the Bank's withdrawal from the Account Agreement with immediate effect; or
 - e) upon the death of the Account Holder as stipulated in Part II/Clause I/Paragraph 4 hereof.
- (2) The Account Holder may terminate the Account Agreement by written notice and do so at any time and without cause. If a debit card is provided to the Account to make Account-related payment transactions, the notice period is one month commencing on the day the notice has been

delivered to the Bank, unless a later date of effect is arranged in the notice. In other cases, the Account Agreement is terminated on the Business Day following the delivery of the notice to the Bank, unless a later date of effect is arranged in the notice. Unless otherwise agreed by and between the Bank and the Client, the orders and instructions that are to be executed until the day preceding the day of the Account Agreement termination remain valid and as such will be executed.

- (3) The Bank may terminate the Account Agreement arranged for an indefinite period by written notice. The notice period is two months and commences on the first day of the next calendar month after the notice has been delivered to the Account Holder.
- (4) The Bank may terminate the Account Agreement with immediate effect if the Account Holder breaches the terms and conditions for maintaining the Account or if the Account Holder commits a serious act undermining the trust between the Account Holder and the Bank (failure to perform financial obligations to the Bank; substantial breach of other Agreements entered into with the Bank; presentation of stolen, forged or illegally altered documents; presentation of false written statements and documents; breach of generally binding regulations; lack of co-operation, etc.). The Account Agreement terminates upon the effect of termination.
- (5) Unless otherwise agreed, the outstanding claims of the Bank arising from the Account Agreement become immediately due and payable upon termination of the Account Agreement and the Account-related claims are settled by the Bank without undue delay; namely any debit card and cheque transactions executed until the day the Account Agreement has been terminated. The Bank may offset its claims against the Account Holder; the Account Holder, on the other hand, must return to the Bank any unused blank cheques, Token, all debit cards provided to the Account, Infoterminal cards, software and other related Internet Banking/Direct Banking Product accessories. Any Incoming Credit Transfers remitted to the Account after the Account Agreement terminates are returned to the payer.
- (6) The Account is terminated once the Account-related claims and debts are settled; the credit balance (if any) is remitted to the account designated by the Client. Any account balance in the amount below CZK 1 (CZK accounts) or any credit balance insufficient to cover the fees stipulated in the List of Fees for Outgoing Credit Transfers remitted in foreign currency to another domestic bank or abroad (foreign currency accounts) remain the property of the Bank on the day the Account has been terminated. Accounts with higher balance are recorded by the Bank until the limitation period for claiming the balance lapses; no interest is accrued. The Account is terminated once the Account-related claims and debts are settled and the credit balance (if any) is used as designated by the Account Holder; otherwise the credit balance is recorded by the Bank until the limitation period stipulated for claiming the balance lapses; no interest is accrued. Unless otherwise agreed, the Account Holder is not notified as of the date the Account is terminated.
- (7) The Account Holder is not released from the obligation to pay the outstanding debts arising under the respective Account Agreement upon termination of the Account

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Agreement; the arrangements as to the interest accrued on the unauthorised overdraft remain to exist and are not affected thereby.

- (8) The agreements for the services rendered in association with or designed for the terminated Account likewise terminate upon the termination of the Account Agreement. If such Agreement also applies to a different Account Agreement, only that part related to the Account which is to be cancelled is terminated.
- (9) Relations between the Bank and the Client are not governed by Section 1978(2) of the Civil Code; that is, unless explicitly stipulated the Bank, the lapse of extended period does not provide for automatic withdrawal from the Agreement.

Clause VIII/ Specific Account Products

- (1) If so agreed, the Bank arranges additional Account-related products designated for the Account Holder (debit cards, chequebooks, Routing Key, Internet Banking or other Direct Banking Products). The Bank provides no debit cards to the savings accounts. The respective rules are stipulated in the Agreement and in the respective business terms and conditions of the Bank.

Part III/ Account Options

- (1) In entering into a current account agreement, the Client must select one of the offered current account options determining the amount of fees charged by the Bank thereunder for domestic payments and debit card transactions and subsequently pay the fees stipulated in the List of Fees for the selected account option.
- (2) In entering into a savings account agreement, the Client must select one of the types of the savings accounts determining the interest rate for the respective currency, product and account balance (if any). Detailed information about the terms and conditions for the individual types of savings accounts is provided in the list of current interest rates. The Client is entitled to open one savings account of each type and currency defined in the list of current interest rates. This does not apply to savings accounts whose name has been changed by the Bank.
- (3) The Client may change the selected option of the savings or current account and do so at any time and free of charge; this, however, applies only to certain Accounts. The change takes effect on the first calendar day of the next month. The Client and the Bank may agree to change the option or type of current or savings account and do so also by phone or via the Internet Banking or other means of electronic communication. Only the Bank is authorised to offer the conclusion of an agreement of the type described in the previous sentence, and the Bank is also entitled to determine the form of the agreement and the manner of its receipt by the Client.
- (4) If, as determined by the selected current account option, the Account maintenance fee may be returned to the Client subject to the fulfilment of the terms and conditions stipulated in the List of Fees, the Account maintenance fee is returned on the first Business Day of the month following the month in which this fee has been charged.

Part IV/ Excessive Free ATM Cash Withdrawals

- (1) If the Client uses the services in an excessive manner, the Bank may change the arranged Account option and replace it with the Account option subject to the fees charged for the ATM Cash Withdrawals and do so with effect from the following calendar month. An excessive use of services means the repeated and frequent ATM Cash Withdrawals, i.e. over 20 ATM Cash Withdrawals in a calendar month using one debit card issued under the Agreement. Having changed the Account option, the Bank notifies the Client as of the change via the Internet Banking or other Direct Banking Product; Clients with no Internet Banking or other Direct Banking Product arranged under the Agreement are notified as of the said change by post. The change becomes effective on the first day of the calendar month following the month in which the Client has been notified as of the change.

Part V/ Minor Clients

- (1) If the Client is a minor with no full legal capacity as at the day of entering into the Account Agreement, transacting with the current and savings accounts and funds deposited in the Accounts opened by the Bank under the Account Agreement is restricted as agreed in the Account Agreement.
- (2) Having reached the respective age, the Client may request the Bank to amend the restrictions agreed in the Account Agreement.

Part VI/ Basic Account

- (1) If the Client is entitled to the Basic Account, the Bank will, at the Client's request, present the Client with a draft Basic Account Agreement and do so within 10 business days. The Bank is bound by the draft for 5 business days from the handover thereof to the Client. If the Client notifies the Bank within the said time limit of having accepted the draft, the Bank will open the Basic Account. The Bank, however, may refuse to open the Basic Account or present the draft Basic Account Agreement under the terms and conditions laid down in the Payment Systems Act.
- (2) For the purposes of the contractual documentation concerning the Basic Account, the Basic Account is considered a current account. For the purposes of the loan contractual documentation, the Basic Account is not considered a current account.
- (3) The Client is not entitled to authorise any person to transact with the Basic Account, or establish any other similar transacting or user authorisation for any third party, including authorisations via the Internet Banking or other Direct Banking Products.
- (4) The Bank provides only one debit card to the Basic Account; issued to the Account Holder.
- (5) The Bank provides and links no lending product to the Basic Account.
- (6) Throughout the term of the Basic Account Agreement, the Bank is not obligated to enter with the Client into any agreement regarding an additional Basic Account or current or savings account or add any such Account in the existing Basic Account Agreement.

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- (7) The Client may terminate the Basic Account Agreement without cause. The Client may terminate the Basic Account Agreement with immediate effect if no debit card has been provided to the Basic Account; otherwise the notice period is 1 month commencing on the day following the delivery of the notice to the Bank.
- (8) The Bank may terminate the Basic Account Agreement for the following reasons:
- No payment transaction has been made from the Basic Account for over 24 months.
 - The Client is not a person legally residing in an EU Member State.
 - The Client is the holder of another payment account maintained in the Czech Republic.
 - The Client rejects a proposal to amend the Basic Account Agreement.
 - The Bank ceases to be a bank.
- The notice period is 2 months commencing on the first day of the calendar month subsequent to that in which the notice has been delivered.
- (9) The Bank may withdraw from the Basic Account Agreement for the following reasons:
- The Client achieved the opening of the Basic Account by an intentional provision of false or grossly distorted information.
 - The Client has materially breached the Basic Account Agreement.
 - The existence of the Basic Account Agreement is in conflict with law.
 - The Basic Account was used in conflict with law.
- (10) More information about the Basic Account is provided in the Basic Account information sheet displayed at the Bank's website www.sberbank.cz and the POS.
- (4) The Account Agreement is governed by Czech law and may be amended by written amendments executed by both parties thereto. The Account Agreement may further be amended as specified in the General Business Terms and Conditions.
- (5) Any consumer disputes arising from the Agreement may be settled out of court by referring the same to the Financial Arbitrator, Legerova 1581/69, 110 00 Praha 1, www.finarbitr.cz.

Part IX/ Important Agreements

The Client has properly understood the Account Agreement and the Account Terms and Conditions and in particular explicitly accepts the arrangements set forth herein and marked bold.

Part VII/ Account Change

- The Consumer may request the Bank to change the Account through the Bank's form, among the individual payment service providers. The Consumer will indicate the details concerning the Account change in the form.
- The Bank is not obligated to change the Account if the accounts to which the change relates are maintained in different currencies.
- More information about the Account change is provided in the document entitled Mobility displayed at the Bank's website www.sberbank.cz and the POS.

Part VIII/ Final Provisions

- If any of the provisions hereof contradict a provision of the General Business Terms and Conditions, the respective provision hereof prevails.
- The Account Terms and Conditions may be amended by the Bank as stipulated in Part Three/Clause III of the General Business Terms and Conditions.
- The Account Terms and Conditions take effect on 15 December 2019, replacing the wording dated 15 November 2018.