



**SBERBANK**

# Description of Payment Services

Effective as of 15 November 2018

Sberbank CZ, a.s., with its registered office at U Trezorky 921/2, 158 00 Praha 5 - Jinonice, Co. Reg. No. 25083325, registered in the Commercial Register with the Municipal Court of Prague under File No. B 4353, Infoline: 800 133 444, e-mail: mail@sberbankcz.cz, website: www.sberbank.cz ("Bank"), hereby provides information to the Client prior to entering into the Payment Services Agreement in the extent required by law pursuant to Section 133 of Act No. 370/2017 Sb., regulating payments, as amended.

The Bank is the holder of a banking licence pursuant to Act No. 21/1992 Sb., regulating banks, as amended, which includes, among other things, the authorisation to provide investment services under the Act.

This document contains information about the Bank, the payment services provided, communication, the Payment Services Agreement and obligations and responsibilities, as well as a description of non-cash and cash payments, whether domestic or foreign. Any capitalised terms used but not defined herein have the meaning defined in the General Business Terms and Conditions.

### Part I/ Terms and Definitions

#### 1.1 Standardised Terminology

**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.

**Incoming Credit Transfer** – The Bank credits the Client's account with funds remitted from another account.

**Cash Withdrawal** – The Client withdraws cash from an account.

**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.

**Standing Order** – The Bank remits a particular amount from the Client's account at regular times; as instructed by the Client.

#### 1.2 Other Terminology

**Cash Deposit** – The Client deposits cash into an account.

**Payment Order** – The Client instructs the Bank to make the Outgoing Credit Transfer, Direct Debit, Cash Withdrawal or Cash Deposit.

**SEPA Credit Transfer:**

- Outgoing Credit Transfers in EUR directed to the EU/EEA countries; with a unique identifier and SHA payment instructions (charges shared by the payer and beneficiary);
- Incoming Credit Transfers in EUR directed from EU/EEA countries; with SHA payment instructions; and
- Standing Orders in EUR involving a particular amount directed to the EU/EEA countries at regular times; with a unique identifier and SHA payment instructions.

**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 and SEPA.

### Part II/ Domestic Non-Cash Payments

#### 2.1 General Provisions

Domestic non-cash payments are payments executed under the Payment Orders; in the domestic currency and in the Czech Republic. The domestic non-cash Payment Order is the most widely used payment instrument intended for all Clients primarily for transfers of funds initiated by the client of one bank in favour of a client of the same or another bank. The transfer takes place at the initiative of the payer or at the initiative of the beneficiary. Interbank payments are executed via CERTIS (a payment system operated by the Czech National Bank); intra-bank payments are executed in the Bank's accounting system.

The Bank executes:

##### a) Incoming Payment Transactions:

- Incoming Credit Transfers made from accounts opened with the Bank or other domestic banks;
- Direct Debits made from accounts opened with the Bank or other domestic banks; and
- CZK Incoming Credit Transfers made from domestic banks directed to a Client's account opened in a currency other than CZK.

Legitimacy of the submitted Direct Debits is not examined by the Bank. The submitted Direct Debits are only checked by the Bank for the absence of bank constant symbols 5, 6, 7, 51, 1178, 2178 or 3178 – if the said constant symbols are stated, the Bank executes the Direct Debit orders without the constant symbols and hands the processed Direct Debit orders over to the payer's bank. The legitimacy of submitted Direct Debits is examined by the payer's bank. If the conditions for executing the respective Direct Debit are satisfied, the Direct Debit amount is debited by the payer's bank from the payer's account and remitted to the beneficiary's account. Any unprocessed Direct Debits are notified by the Bank to the Client only if the Client uses the Internet Banking or other Direct Banking Products; by way of a notification/text message distributed in the respective application.

##### b) Outgoing Payment Transactions:

- Outgoing Credit Transfers made to accounts opened with the Bank or other domestic banks;
- Direct Debits made to accounts opened with the Bank or other domestic banks; and
- Outgoing SIPO (in Czech: "Soustředěné inkaso plateb obyvateľstva") made to the account of Czech Post.

The single Outgoing Credit Transfer can further be submitted to the Bank as a batch or bulk Payment Order; or as an indirect Payment Order.

The Standing Order is a repeated transfer executed on a given day to the same beneficiary under a single order submitted by the Client. A request to add/edit/cancel the Standing Order must be submitted either electronically by 5.00 PM one Business Day before the date the requested change is to take effect or in person by the end of the POS Banking Hours.

A SWEEP transfer is a type of a standing Order involving automatic transfers (other than Cash Pooling) of amounts that exceed, or fall short of, a certain level from and to the Client's accounts in the given frequency. A request to add/edit/cancel a SWEEP transfer can be submitted only in paper form one Business Day before the date the requested change is to take effect by the end of the POS Banking Hours. The Standing Order cannot be submitted as an indirect Payment Order.

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The Direct Debit is a payment authorised by the Client as to be remitted to the respective beneficiary's bank account. In the Direct Debit authorisation application, the Client provides the bank details of the beneficiary with whom the Client has agreed on the Direct Debit form of payment and states the limit of the expected Direct Debit amount(s) in the period pre-defined by the Client. Authorised by the Client, the Direct Debits are executed only if not exceeding the pre-defined limit. A request to add/edit/cancel the Direct Debit must be submitted by 5.00 PM one Business Day before the date the requested change is to take effect.

SIPO is a bulk Direct Debit executed via Czech Post in favour of several beneficiaries (payments for rent, electricity, natural gas, radio and television fees, telecommunications, newspaper and magazine subscriptions, etc.) up to the Direct Debit limit pre-defined by the Client. In his/her request, the Client states the connection number received from Czech Post.

A request to add/edit/cancel SIPO must be submitted by 5.00 PM on the day specified in Clause 2.4 below.

### 2.2 Payment Order Execution

The respective terms and conditions are stipulated in the Payments Terms and Conditions; and described in detail herein. If the conditions, whether single or multiple, are not duly satisfied, the Payment Order is rejected by the Bank and not executed (cf Payments Terms and Conditions).

#### 2.2.1 Unique Identifier

A unique identifier is a combination of letters, numbers and symbols uniquely identifying a given account to/from which the Payment Transactions are to be directed. Only the Payment Orders containing the unique identifier (bank account number (incl. prefix) and bank code) can be executed.

#### 2.2.2. Standard Forms

The paper Payment Orders are submitted by the Client on standard paper forms issued by the Bank; or any other form containing all essential elements. The standard paper forms are available at the POS. The standard forms issued by the Bank are as follows:

- Payment Order – designated for single Payment Orders;
- Bulk Payment Order – designated for several single Payment Orders (2–9 Payment Orders);
- Standing Order / Sweep Standing Order – designated for Standing Orders/SWEEP transfers;
- Direct Debit Order – designated for Direct Debits; and
- SIPO – designated for SIPO payments.

The electronic Payment Orders are submitted via the Internet Banking or other Direct Banking Products or as indirect Payment Orders.

#### 2.2.3 Methods and Cut-Off Times

The Payment Orders (other than the Standing Orders) can be submitted to the Bank:

- on a paper form in person at the POS;
- on a paper form through the postal licence holder (stating the Routing Key as agreed with the Bank under a special agreement);

- by fax (stating the Routing Key as agreed with the Bank under a special agreement);
- electronically via the Internet Banking or other Direct Banking Products;
- through the indirect Payment Order service provider.

The Standing Orders, Direct Debits and SIPO are submitted either on the respective paper form at the POS or via the Internet Banking or other Direct Banking Products (if feasible).

The paper Payment Orders can be submitted at any time during the POS Business Hours published at [www.sberbank.cz](http://www.sberbank.cz)/ POS notice boards.

#### 2.2.4 Essential Elements

The Payment Order is considered duly completed if conforming to the requisites agreed with the Bank in the Payments Terms and Conditions – in particular, if completed legibly and including all essential elements.

The mandatory essential elements are as follows:

Form	Payment Order		Direct Debit	Standing Order	
	paper	electronic	electronic	paper	electronic
<b>Mandatory Essential Elements</b>					
payer's account number			yes		
beneficiary's account number			yes		
beneficiary's bank/ payer's bank (Direct Debits)			yes		
currency			CZK		
amount			yes		
signature (valid specimen signature, including other additional requisites, if applicable)	yes			yes	
security code / Routing Key (if agreed)	yes			yes	
frequency <sup>1</sup>				yes	
first date and amount				yes	
<b>Optional Elements</b>					
constant symbol <sup>2</sup>					
due date <sup>3</sup>			yes		
place and date of issue	yes			yes	
total amount (bulk Payment Orders)	yes				
method – indication as to whether the payment is urgent	yes				

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Form	Payment Order		Direct Debit	Standing Order	
	pa-per	elec-tron-ic	elec-tron-ic	pa-per	elec-tron-ic
<b>Mandatory Essential Elements</b>					
beneficiary's name	yes			yes	
full name / corporate name				yes	
residential address, registered office				yes	
account name / payer's name			yes		
message for beneficiary <sup>4</sup>	max. 4x35 characters				
variable symbol	yes				
specific symbol	yes				
purpose of payment				yes	
next payment date and amount				yes	
last payment date					yes
last payment date and amount				yes	
identity document type and number				yes	

<sup>1</sup> Standing Orders: weekly, monthly, bi-monthly, quarterly, semi-annually, annually (+ daily and fortnightly in case of standing Orders submitted in paper form); SWEEP Standing Orders: daily, weekly (once in five Business Days) and monthly

<sup>2</sup> Mandatory for state budget expenditures and/or revenues and payments implied by law; non-permitted constant symbols: 5, 6, 7, 51, 1178, 2178, 3178

<sup>3</sup> Up to 90 days in advance (Payment Orders); and up to 30 days in advance (Direct Debits)

<sup>4</sup> stated in the beneficiary's account statement; on paper forms, to be

Detailed instructions how to complete the paper Payment Orders are available on the Bank's website at [www.sberbank.cz](http://www.sberbank.cz) (in Czech only).

### 2.2.5 Direct Debits and SIPO

Form	Direct Debit		SIPO	
	pa-per	elec-tron-ic	pa-per	elec-tron-ic
<b>Essential Elements</b>				
payer's account number			yes	
beneficiary's account number	yes			
SIPO account number				yes
beneficiary's bank	yes			
currency	CZK			
maximum limit	yes			

Form	Direct Debit		SIPO	
	pa-per	elec-tron-ic	pa-per	elec-tron-ic
<b>Essential Elements</b>				
signature (valid specimen signature, including other additional requisites, if applicable)	yes		yes	
security code / Routing Key (if agreed)	yes		yes	
frequency <sup>5</sup>	yes			
place and date of issue	yes			
full name / corporate name	yes			
account name / payer's name	yes			
variable symbol			yes	
specific symbol			yes	
period <sup>6</sup>	yes			
from (date) / to (date) / indefinite period	yes			yes
identity document type and number	yes		yes	
personal number / date of birth	yes		yes	

<sup>5</sup> unlimited – up to the limit (total Direct Debit amount) set for the respective calendar month

<sup>6</sup> period: daily, weekly, fortnightly, monthly, bi-monthly, quarterly, semi-annually, annually, unlimited

### 2.3 Time Limits

The time limits for crediting/debiting the Incoming Credit Transfers / Outgoing Credit Transfers are defined in the Payments Terms and Conditions. The Payment Order is executed by the Bank within the defined time limits only if submitted to the Bank within the cut-off times defined in the Payments Terms and Conditions.

The Incoming Credit Transfers are credited to the beneficiary's account by the end of the Business Day on which the same are directed from the payer's bank and credited to the Bank's account. The intra-bank Incoming Credit Transfers are credited to the beneficiary's bank account on the day the funds are debited from the payer's account opened with the Bank. The Direct Debits are executed no later than on the second Business Day after the Direct Debit order is received by the Bank.

### 2.4. SIPO

SIPO to be added/edited/cancelled with effect from the next calendar month must at all times be specified by the 24th day of the month at the latest (provided that the 25th day is the Business Day); or on the nearest preceding Business Day if the 25th day falls on other than the Business Day. Any changes specified after the aforementioned day take effect only from the second following month.

The SIPO Outgoing Credit Transfers are debited from the Client's account on the Business Day preceding the respective Czech Post payment date (this being the 15th day of the month); or on the nearest preceding Business Day if the 15th day falls on other

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than a Business Day. With respect to the above, the funds are thus debited from the Client's account any time from the 11th to the 14th day of the month.

SIPO is executed only if there are sufficient funds in the Client's account necessary to execute all SIPO payments in full. SIPO is executed up to the maximum limit defined by the Client; SIPO is never executed only in part. If SIPO is not executed (insufficient funds/exceeded limit), a postal order for cash/non-cash payment is sent by the Czech Post to the Client's address with a request to execute the same, i.e. to make the payment in cash at any Czech Post office subject to the respective terms and conditions or by bank transfer as stipulated by the Czech Post.

### 2.5. CERTIS Payment System

CERTIS (Czech Express Real Time Interbank Gross Settlement System) is the only interbank payment system in the Czech Republic processing the CZK interbank Payment Transactions.

CERTIS Principles:

- a) real time gross settlement;
- b) direct participation by all commercial banks (mandatory);
- c) direct bilateral connections between the head offices of banks/savings and credit co-operatives and CERTIS;
- d) settlement on interbank payment accounts opened with the Czech National Bank;
- e) irrevocability of all transactions accepted by the system; and
- f) settlement of interbank payments only in CZK.

As stipulated in Section 20b(1) of Act No. 21/1992 Sb., regulating banks, the Czech National Bank maintains an interbank payment system account in CZK for each bank participating in the payment system operated by the Czech National Bank. The said accounts are opened under account agreements entered into by the banks stipulating the uniform legal and technical conditions for maintaining an account and submitting and processing interbank payment data. The banks are identified under their identification code assigned together with the banking licence ([www.cnb.cz/cs/platebni\\_styk/ucty\\_kody\\_bank/](http://www.cnb.cz/cs/platebni_styk/ucty_kody_bank/)).

## Part III/ Domestic Cash Transactions

### 3.1 General Provisions

The Bank executed:

- a) Cash Deposits at the POS; and
- b) Cash Withdrawals at the POS.

Under the Cash Deposit transaction, cash is deposited by the account holder/other party at the POS into an account maintained by the Bank; in CZK or in any other foreign currency stated in the Bank's FX Rates and in the nominal values specified by the Bank. If so agreed in a special agreement entered into with the Bank, the Cash Deposit may further be made using an after-hours depository (max. CZK 200,000). The Bank also allows deposits under special agreements made with the Bank concerning a different method of making deposits into accounts, where cash is delivered to the Bank sealed in special disposable closed/sealed packaging. In such a case, detailed conditions of deposit are governed by the relevant agreement concerning a different method of making deposits into accounts.

In executing the Cash Deposit transaction, the Client/depositor defines the account number to be credited, amount and currency (or presents the cash split); and brief transaction identifi-

cation (optional). Clients/depositors executing the Cash Deposit transaction in excess of EUR 1,000 (or equivalent) are mandatorily identified against an ID card. Once the Cash Deposit transaction is completed, a receipt confirming the completed transaction is executed by the Bank and confirmed by the Client/depositor in signing. The cash may further be deposited using a deposit ATM (if available).

Under the Cash Withdrawal transaction, cash is withdrawn by the account holder/other party at the POS from an account maintained by the Bank up to the amount of the Available Balance; in CZK or in any other foreign currency stated in the Bank's FX Rates. In executing the Cash Withdrawal transaction, the Client defines the number to be debited, amount and currency; and brief Payment Transaction identification (optional). Clients executing the Cash Withdrawal transaction in excess of EUR 1,000 (or equivalent) are mandatorily identified against an ID card. Once the cash withdrawal is completed, a receipt confirming the completed transaction is executed by the Bank and confirmed by the Client in signing (by attaching a specimen signature, seal and/or password). The Cash Withdrawal transactions in excess of CZK 250,000 (or equivalent) must be notified by the Client to the Bank by 11.00 AM two Business Days in advance; whereas the Bank may change the composition of the cash requested by the Client. The Cash Withdrawal transactions may further be executed by a party authorised in a special power of attorney granted by the account holder and bearing an officially verified signature of the principal; or in a special power of attorney granted by the principal in the presence of a Bank's staff. The Cash Withdrawal transactions may further be executed by the Client using an ATM.

### 3.2 Business Hours

The Cash Deposit and Cash Withdrawal transactions can be executed at any POS providing such services; during the respective business hours (or outside the respective business hours in case of an after-hours depository or ATM).

### 3.3 Time Limits

The amount deposited into/withdrawn from the account under the Cash Deposit/Cash Withdrawal transaction is credited to/debited from the respective account once requested by the Client; or on the next Business Day if executed on other than a Business Day.

Cash deposited in an after-hours depository is deemed received when collected from the after-hours depository; with the value date being the day the respective amount has been credited in the respective account. The times at which the cash deposited in the after-hours depository is collected and processed are at all times agreed in a special agreement entered into by and between the Client and the Bank.

### 3.4 FX Rates

Payment transactions featuring currency conversion are converted at the FX rates used by the Bank as stipulated in the Payments Terms and Conditions. The FX rates may be unilaterally changed by the Bank as stipulated in the Payments Terms and Conditions.

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### Part IV/ Foreign Payments

#### 4.1 General Provisions

Foreign payments are the Payment Transactions (incl. the SEPA Credit Transfers) executed to/from a foreign currency account. The Bank executes only the Payment Transactions submitted in a currency stated in the Bank's FX Rates. The Payment Transactions are executed via SWIFT (Society for Worldwide Interbank Financial Telecommunication) and settled via correspondent banks. The SEPA Credit Transfers are exchanged between the system participants in the XML format via the EBA STEP2 system. The XML format is further used for exchanging the Payment Orders between the Bank and the Client and sending respective statements (if enabled by the Internet Banking or the respective Direct Banking Product). The intra-bank transfers are executed in the Bank's accounting system.

The Bank executes:

##### a) Incoming Credit Transfers:

- SEPA Credit Transfers;
- Incoming Credit Transfers made from foreign banks regardless of the Payment Transaction currency;
- Incoming Credit Transfers made from domestic banks in a currency other than CZK; or in CZK directed from abroad submitted via domestic banks; and
- intra-bank transfers made from/to an account opened in a currency other than CZK.

##### b) Outgoing Credit Transfers (single transactions) and Standing Orders:

- SEPA Credit Transfers;
- Outgoing Credit Transfers directed to foreign banks regardless of the Payment Transaction currency;
- Outgoing Credit Transfers directed to other domestic banks in a currency other than CZK;
- Outgoing Credit Transfers in CZK directed to other domestic banks from accounts opened with the Bank in a currency other than CZK; and
- intra-bank transfers made from/to an account opened in a currency other than CZK.

The Standing Order is a repeated transfer executed on a given day to the same beneficiary under a single order submitted by the Client. A request to add/edit/cancel the Standing Order must be submitted either electronically by 5.00 PM one Business Day before the date the requested change is to take effect or in person by the end of the POS Banking Hours.

#### 4.2 Payment Order Execution

The respective terms and conditions are stipulated in the Payments Terms and Conditions; and described in detail herein. If the conditions, whether single or multiple, are not duly satisfied, the Outgoing Credit Transfer is rejected by the Bank and not executed (cf Payments Terms and Conditions).

##### 4.2.1 Unique Identifier

A unique identifier is a combination of letters and numbers uniquely identifying a given account to/from which the Payment Transactions are to be directed. Only the Payment Transactions containing the following unique identifier can be executed:

- a) IBAN (SEPA Credit Transfers; BIC is completed automatically by the Bank with reference to the stated IBAN);

- b) IBAN and BIC (payments remitted to the EEA countries; other than the SEPA Credit Transfers); and/or
- c) account number, BIC and/or bank routing code (payments remitted to the non-EEA countries).

**IBAN (International Bank Account Number)** is an international format for a bank account number. It is used to uniquely identify the account, country where the account is opened and the bank maintaining the account. Used in the EEA and certain other countries (cf Bank's website), IBAN consists of up to 34 alphanumeric characters (each with its specific meaning) comprising:

- a country code in ISO format (2 characters; e.g. CZ for the Czech Republic);
- 2 digits (check digit variables); and
- long and detailed bank account-number (max. 30 characters).

**BIC (Bank Identifier Code)**, also known as SWIFT code, is valid worldwide. The code unambiguously identifies the bank maintaining the account. It consists of 8 digits (assigned to the primary office) or 11 digits (assigned to a branch). BIC of Sberbank CZ is VBOECZ2XXXX. IBAN and BIC of the given account are at all times stated in the respective bank account statement.

Detailed information is available at [www.sberbank.cz](http://www.sberbank.cz), [www.cnb.cz](http://www.cnb.cz), [www.ecbs.org](http://www.ecbs.org) and POS notice boards.

##### 4.2.2 Standard Forms

Unless otherwise agreed with the Client, the paper Payment Orders (single payments) are submitted on standard paper forms available at the POS. The standard forms issued by the Bank are as follows:

- a) SEPA Credit Transfer – designated for the SEPA Credit Transfers;
- b) Foreign Payment Order – designated for the Outgoing Credit Transfers directed to foreign banks in the currency stated in the Bank's FX Rates;
- c) Foreign Payment Order – designated for the Outgoing Credit Transfers directed to other domestic banks in a currency other than CZK;
- d) Payment Order – designated for the Outgoing Credit Transfers directed to other domestic banks in CZK from a Client's account opened in a currency other than CZK; and
- e) Payment Order – designated for intra-bank transfers from/to an account opened in a currency other than CZK.

The paper Standing Orders (incl. the SEPA Credit Transfer) must at all times be submitted on the Bank's forms available at the POS designated to add/edit/cancel the Standing Order (incl. the SEPA Credit Transfer).

The electronic Standing Orders must at all times be submitted via the Internet Banking or other Direct Banking Products; on the respective electronic forms.

##### 4.2.3 Methods and Cut-Off Times

The Payment Orders (other than the Standing Orders) can be submitted to the Bank:

- a) on a paper form in person at the POS;
- b) on a paper form through the postal licence holder (stating the Routing Key as agreed with the Bank under a special agreement);

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- c) by fax (stating the Routing Key as agreed with the Bank under a special agreement);
- d) electronically via the Internet Banking or other Direct Banking Products;
- e) through the indirect Payment Order service provider.

The Standing Orders (incl. the SEPA Credit Transfers) are submitted to the Bank:

- a) on the respective form at the POS; and
- b) electronically via the Internet Banking or other Direct Banking Products (in the form of a text message including all essentials elements created in Sberbank Online Banking).

The paper Payment Orders can be submitted at any time during the POS business hours published at [www.sberbank.cz/POS](http://www.sberbank.cz/POS) notice boards.

### 4.2.4 Essential Elements

The Payment Order is considered duly completed if conforming to the requisites agreed with the Bank in the Payments Terms and Conditions – in particular, if completed legibly and including all essential elements.

The mandatory essential elements are as follows:

Form	Foreign Payment		SEPA Credit Transfer	
	pa-per	elec-tron-ic	pa-per	elec-tron-ic
<b>Essential Elements</b>				
payer's account number	yes			
beneficiary's account number <sup>7</sup>				
– EEA countries	IBAN			
– non-EEA countries	IBAN or another format			
BIC or routing code (beneficiary's bank)	yes		no	
Currency	currencies in the Bank's FX Rates		EUR	
amount given in numbers	yes		no	
beneficiary's name – full details	yes			
beneficiary's address	yes		no	
name and address of beneficiary's bank	yes		no	
instructions	SHA / OUR / BEN		SHA	
method	standard / urgent		standard	
signature (valid specimen signature) and seal (if applicable)	yes	no	yes	no
security code / Routing Key (if agreed)	yes	no	yes	no
due date <sup>8</sup>	no	yes	no	yes

Form	Foreign Payment		SEPA Credit Transfer	
	pa-per	elec-tron-ic	pa-per	elec-tron-ic
<b>Essential Elements</b>				
<b>Optional Elements</b>				
place and date of issue	yes		yes	
reference – identification agreed between the payer and the beneficiary			yes	
amount in words	yes			
purpose/information for the beneficiary in the electronic order <sup>9</sup>			yes	
information for the bank (only in case of non-standard requirements) <sup>10</sup>	yes		only confirmation and agreed exchange rate	

<sup>7</sup> Cf Clause 3.2.1

<sup>8</sup> Up to 90 days in advance

<sup>9</sup> Recommended to be stated in English / other language comprehensible to the beneficiary's bank

<sup>10</sup> E.g. request for confirmation, agreed dealing rate, or additional information about the correspondent bank

Payment Instructions:

- SHA – the payer pays the charges of the payer's bank; the beneficiary pays the charges of the beneficiary's bank or the intermediary bank.
- OUR – all charges are paid by the payer; the beneficiary receives the payment in full.
- BEN – all charges are paid by the beneficiary.

Cf the Payments Terms and Conditions for payment instructions applicable to the individual transaction types.

Detailed instructions how to complete the paper Payment Orders are available on the Bank's website at [www.sberbank.cz](http://www.sberbank.cz) (in Czech only).

### 4.2.5 RUB Foreign Payment Orders

The essential elements of the RUB Payment Orders are identical to that stipulated above; plus:

- a) beneficiary's name;
- legal form + company name (legal entities);
  - first name + surname (private individuals) + patronymic (residents only);
- b) INN: a taxpayer identification number (10–12 digits; beneficiary = entrepreneur);
- c) KPP: a tax registration reason code (9 digits; tax payments/ state budget payments);
- d) BIK: a Russian bank identification code (9 digits);
- e) number of the corresponding account opened by the beneficiary's bank with the Russian Central Bank (20 digits); and
- f) VO Code: a Russian transaction code (5 digits) + purpose of payment.

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RUB Payments (remitted outside of Russia):

- account number of the beneficiary's bank opened with the correspondent bank;
- Russian correspondent; and
- correspondent's BIK and number of the account opened with the Russian Central Bank.

INN and KPP are not to be specified.

Detailed information is available at Bank's website (Other Documents / RUB Payment Instructions).

### 4.2.6 Intra-Bank Foreign Currency Payment Orders

Form	Form	
	paper	electronic
<b>Essential Elements</b>		
payer's account number	yes	
beneficiary's account number, beneficiary's bank code	yes	
currency	currencies in the Bank's FX Rates	
amount given in numbers	yes	
signature (valid specimen signature) and seal (if applicable)	yes	
security code/Routing Key (if agreed)	yes	
due date <sup>11</sup>	no	yes
<b>Optional Elements</b>		
due date <sup>11</sup>	yes	no
place and date of issue	yes	
purpose / information for the beneficiary in the electronic order	yes	
information for the bank (only in case of non-standard requirements such as: agreed dealing rate).	yes	

<sup>11</sup> Up to 90 days in advance

### 4.2.7 SEPA Credit Transfers and Standing Orders

**SEPA Credit Transfers** – cf the tables above plus:

- Payment Order frequency (daily, weekly, monthly, bi-monthly, quarterly, semi-annually, annually); and
- first Payment Transaction date.

Optional Elements:

- last Payment Transaction amount and date.

**Standing Orders:**

- Payment Order frequency (daily, monthly, quarterly, annually); and
- first Payment Transaction date.

Optional Elements:

- last Payment Transaction date (or unlimited period).

### 4.2.8 Rejected Payment Orders

The Bank may reject or return the Incoming Payment Transaction to the payer's provider also in cases where the payer, i.e. payer's account number (or any payer's identifier) and payer's name and address, is not sufficiently identified.

The Bank may further reject or postpone the Client's order if the execution thereof would be in conflict with the laws of the: Czech Republic; country of the beneficiary's bank; or country of the intermediary bank. The Bank may also refuse to credit the Client's account with the Payment Transaction amount or return/retain the same if the execution thereof would be in conflict with the business policy of the beneficiary's/intermediary bank (in particular, with regard to sanctions adopted by the Czech Republic, EU or any other international sanctions, for instance, Council Regulation (EU) concerning restrictive measures against Iran<sup>12</sup>).

Further terms and conditions regarding the right to reject the Payment Order are stipulated in the General Business Terms and Conditions and the Payments Terms and Conditions.

<sup>12</sup> <http://www.mfcr.cz/cs/legislativa/mezinarodni-sankce/prehled-sankci>

### 4.3 Time Limits

The time limits for settling the Incoming Credit Transfers/ Outgoing Credit Transfers are defined in the Payments Terms and Conditions. The Payment Order is executed by the Bank within the defined time limits only if submitted to the Bank within the cut-off times defined in the Payments Terms and Conditions.

Time Limits – Debits:

- The standard domestic and foreign Outgoing Credit Transfers (incl. the SEPA Credit Transfers) are debited by the Bank from the payer's account on the day the Payment Order is received by the Bank (T+0).

Time Limits – Credits:

- The SEPA Credit Transfers are credited to the beneficiary's bank on the Business Day subsequent to that on which the SEPA Credit Transfers are debited from the payers' account.
- The Outgoing Credit Transfers are credited to the account of the beneficiary's bank on the Business Day subsequent to that on which the funds are debited from the payer's account opened with the Bank (T+1); with the exception of the JPY, CNY and AUD Outgoing Credit Transfers to which the time limit of T+2 applies. Where the Payment Orders are submitted as urgent and the conditions stipulated in the Payments Terms and Conditions are satisfied, the time limits are shorter by one day.
- The intra-bank Outgoing Credit Transfers are credited to the beneficiary's account on the day the funds are debited from the payer's account opened with the Bank.

The Incoming Credit Transfers are credited by the Bank to the beneficiary's account opened with the Bank by the end of the Business Day on which the amount of the Incoming Credit Transfers is credited to the Bank's account.

### 4.4 FX Rates

The Payment Transactions featuring currency conversion are converted at the FX rates used by the Bank as stipulated in the Payments Terms and Conditions. The FX rates may be unilate-



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rally changed by the Bank as stipulated in the Payments Terms and Conditions.

Examples:

- a) The Outgoing Credit Transfer in a currency other than CZK directed from an account opened in CZK is converted at the ask rate of the transfer currency;
- b) The Outgoing Credit Transfer in CZK directed from an account opened in a currency other than CZK is converted at the bid rate of the account currency;
- c) The Outgoing Credit Transfer in a currency other than CZK (e.g. USD) directed from an account opened in a currency other than CZK (e.g. EUR) is converted at the bid rate of the account currency [EUR] and ask rate of the transfer currency [USD];
- d) The Incoming Credit Transfer in a currency other than CZK directed to an account opened in CZK is converted at the bid rate of the transfer currency;
- e) The Incoming Credit Transfer in CZK directed to an account opened in a currency other than CZK is converted at the ask rate of the account currency; and
- f) The Incoming Credit Transfer in a currency other than CZK (e.g. USD) directed to an account opened in a currency other than CZK (e.g. EUR) is converted at the bid rate of the transfer currency [EUR] and ask rate of the account currency [USD].

### 4.5 Payment Systems

The Bank is an indirect participant to the EBA STEP2 payment system and TARGET2 international settlement system operated by the Euro Banking Association. EBA STEP2 and TARGET2 enable the participants, whether direct or indirect, to remit payments within the EEA (incl. Czech Republic) in EUR according to the stipulated rules. The Outgoing Credit Transfers are credited to the account of the beneficiary's bank on the Business Day subsequent to that on which the funds are debited from the Client's account. The urgent Outgoing Credit Transfers are credited to the account of the beneficiary's bank on the day the urgent Outgoing Credit Transfers are executed.

Settlement Terms and Rules:

- a) EUR currency;
- b) valid IBAN and BIC (beneficiary's bank account and identification code of beneficiary's bank);
- c) SHA payment instruction; and
- d) no special instructions.

## Part V/ General Information

### 5.1 Communication with Clients

Unless otherwise explicitly agreed, the Payment Services Agreement is executed in the Czech language; and the Bank communicates with the Client in the Czech language throughout the term thereof; at the POS during the POS business hours, by telephone (Infoline 800 133 444; touch-tone telephone required) or e-mail (mail@sberbank.cz; electronic device connected to the Internet required). The Client can further communicate with the Bank also via the Internet Banking or other Direct Banking Products arranged under a special agreement entered into by and between the Bank and the Client; subject to the terms and conditions stipulated therein.

### 5.2 Disclosure of Information

The information is disclosed by the Bank to the Client subject to the terms and conditions stipulated in the respective contracts/agreements entered into by and between the Bank and the Client. Most commonly, the information is disclosed and published: on the Bank's website at [www.sberbank.cz](http://www.sberbank.cz); in the Internet Banking or other Direct Banking Products; or on the POS notice boards. The information is further disclosed by the Bank also in writing and distributed to the Client's address. As stipulated in the Payments Act, consumers are informed by the Bank about the Payment Transactions at least on a monthly basis; information about the executed foreign Payment Transactions is distributed to the Clients in a separate notification (debit or credit advice) on the Business Day subsequent to that on which the respective transaction is settled. Information about the executed SEPA Credit Transfer is notified to the Client in the form of a separate entry (transaction) stated in the account statement.

### 5.3 Right to the Content of the Payment Services Agreement and Additional Information

If so requested by the Client, the Bank must provide the Client with information regarding the content of the Payment Services Agreement as well as other information stipulated in Sections 134–139 of Act No. 370/2017 Sb., regulating payments, as amended; and do so throughout the term of the Payment Services Agreement.

### 5.4 Payment Services Agreement

Unless otherwise agreed, the Payment Services Agreement is executed for an indefinite period; and may be terminated by the Client at any time subject to the notice period agreed therein (max. one month). Following the termination of the Payment Services Agreement, the respective rights and duties of the parties thereto terminate. Unless otherwise agreed, any outstanding debts of the Client become immediately due and the payment and other cards, token (electronic key) and software provided by the Bank under the respective Payment Services Agreement must be immediately returned to the Bank.

### 5.5 Governing Law and Court Jurisdiction

Unless otherwise agreed, the Payment Services Agreement is governed by Czech law; any disputes arising from the Agreement may be referred by the Client to: a competent Czech court; Czech Financial Arbitrator, Legerova 1581/69, 110 00 Praha 1; or regulator (Czech National Bank, Na Příkopě 28, 115 03 Praha), phone: 224 411 111, [www.cnb.cz](http://www.cnb.cz), green line (especially for any complaints): 800 160 170). If the contractual documentation was concluded online, the Internet portal established by the European Commission may be used to settle disputes online. Detailed information is available at [www.ec.europa.eu/consumers/odr/](http://www.ec.europa.eu/consumers/odr/).

### 5.6 Claims and Complaints

The process of filing a claim is governed by the Claims Code, which is part of the Payment Services Agreement and which is available at the POS and Bank's website at [www.sberbank.cz](http://www.sberbank.cz).

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### 5.7 Fees

The payment services are provided subject to a fee charged as stipulated in the List of Fees available at the POS and Bank's website at [www.sberbank.cz](http://www.sberbank.cz).

Fees for the foreign Payment Transactions (other than the SEPA Credit Transfers) are charged on the day of execution rather than at the end of the calendar month. Fees for the domestic Incoming Credit Transfers, domestic Incoming Credit Transfers and SEPA Credit Transfers are charged at the end of the calendar month (after the said Payment Transactions are executed and the respective fees charged, the account may get into an unauthorised overdraft; up to the maximum amount of the fee charged).

Information regarding the interest rates is provided in the Interest Terms and Conditions for Deposits and Loans; information regarding the exchange rates applied is provided in the Payments Terms and Conditions; information regarding the method used to calculate the interest is provided in the General Terms and Conditions; information regarding the currency conversion is provided in the Payments Terms and Conditions and the FX Rates.

### 5.8 Incorrectly Executed and Unauthorised Payment Transactions

Where the respective Payment Order is incorrectly executed or not executed at all and the amount thereof has not yet been credited to the account of the beneficiary's bank, the Client may notify the Bank as of his/her intention not to have the Payment Order executed whereas the account from which the amount was debited is then restored to the state in which it would have been had the Payment Transaction in question not been incorrectly executed. Where the account cannot be restored to the said state, the amount in question is paid by the Bank to the Client; together with the fees charged and interest lost (if any). Where the Client does not notify the Bank as of his/her intention not to have the Payment Order in question executed, the Bank ensures that the amount of the incorrectly executed Payment Transaction is credited to the account of the beneficiary's bank. Where the Bank is liable for breaching its obligation and the Client incurs damage due to the late Payment Transaction, the Bank is held liable for such damage.

Where an unauthorised Payment Transaction is executed, the Bank restores the account to the state in which it would have been had the unauthorised Payment Transaction in question not been executed and does so once it learns of the unauthorised Payment Transaction, however, no later than by the end of the business day on which the unauthorised Payment Transaction in question is reported by the Client to the Bank. Where the account cannot be restored to the said state, the amount in question is paid by the Bank to the Client; together with the fees charged and interest lost (if any).

The incorrectly executed or unauthorised Payment Transactions are redressed by the Bank as stipulated above also in cases of the indirect Payment Order.

The incorrectly executed or unauthorised Payment Transactions must be reported by the Client to the Bank once the Client learns of the same; however, no later than within 13 months of their execution.

### 5.9 Corrective Settlement

If the respective Payment Transaction is settled other than in CZK or other than as instructed by the Client and the Payment Transaction is thus incorrectly executed, the incorrectly processed amount must be debited from the account of the unauthorised beneficiary (as requested by the first bank) and directed to the bank having had incorrectly processed the Payment Transaction so that this error could be corrected as stipulated in the Payments Act; and the account of the unauthorised beneficiary could be restored to the state in which it would have been had the Payment Transaction in question not been incorrectly executed.

The above may be initiated only within three months of the day the error has occurred and the payment has been incorrectly processed.

### 5.10 Amendments

Any amendments to the Payment Services Agreement proposed by the Bank are considered approved by the Client if proposed to the Client no later than two months prior to the day the amendments are to become effective and if not disapproved by the Client (of which the Client is explicitly notified in the proposal); the Bank also notifies the Client as of his/her right to terminate the Agreement immediately, without consideration and with immediate effect if the Client disapproves of the proposed amendments, whereas the Agreement may so be terminated before the proposed amendments are to become effective.

The interest and FX rates may be amended by the Bank unilaterally and subject to no previous notice as stipulated in detail in the General Terms and Conditions and the Payments Terms and Conditions.

### 5.11 Protection and Blocking

As stipulated by law, a payment instrument is any personalised device(s) and/or a set of procedures agreed by and between the Bank and the Client in relation to the Client and used by the Client to initiate a payment transaction. Thus, the payment instruments are, for instance, credit and debit cards, the Internet Banking and other Direct Banking Products. The Client must at all times adhere to the respective measures and protect the payment instruments from being misused, lost or stolen. In particular, the Client must thoroughly secure and keep the security features on a place from which they cannot be lost or stolen as stipulated in detail in the respective agreement entered into by and between the Client and the Bank.

The Bank may block the payment instrument, among other things:

- a) in order to secure the payment instrument, namely in case of suspected unauthorised or fraudulent use thereof; and
- b) if there is an increased risk that the payer is not able to pay off his/her loan that can be drawn down by means of this payment instrument.

### 5.12 Consent to Payment Transactions

The Client approves the Bank to execute the Payment Transaction by attaching his/her signature or acting otherwise as agreed with the Bank; until the moment **the Payment Order may be revoked**, the Client may withdraw his/her consent to the Payment Transaction. Once the Payment Orders are submitted to and accepted by the Bank, the Payment Transaction

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can be revoked only if the Client and the Bank agree so. SIPO and the Direct Debits cannot be revoked on their payment days.

The Payment Orders can be revoked in the same manner in which they were submitted to the Bank. Electronic payments can be revoked by a text message containing the payment specification details submitted via the Internet Banking or other Direct Banking Products. The Payment Orders submitted via Smart Banking can be revoked in Sberbank Online Banking. Where the authorised text messages cannot be sent via the applications, the Payment Order can be revoked in writing by the Client/person authorised to transact with the funds in the account. The Payment Orders submitted on a paper form can be revoked in writing by the Client/person authorised to transact with the funds in the account by providing the Payment Transaction specification details. Unless otherwise stipulated, the Payment Order may only be revoked **until** it is accepted. In cases stipulated by law, the Bank requires the consent of the Payment Transaction beneficiary.