

# Business Terms and Conditions of Česká spořitelna, a.s. for the provision of loans, bank guarantees and letters of credit

## Corporate Clients

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### Introduction

These business terms and conditions govern the parameters of business relationships with our clients and contain legal formulations that are necessary for the smooth functioning of these relationships. Below you will find important information about our products and services that you use or are about to use. We believe that our cooperation will be beneficial to both parties and look forward to working with you.

## 1. Basic provisions

### 1.1 Scope of application

- 1.1.1 These business terms and conditions (the "**Terms and Conditions**") of Česká spořitelna, a.s., whose registered office is at Prague 4, Olbrachtova 1929/62, postcode 140 00, identification number: 45244782, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. B 1171 (the "**Bank**"), regulate the relationships established by any agreement entered into between the Bank and its client (a corporate entity or an individual-entrepreneur, hereinafter referred to as the "**Client**"), which refers to the applicability of the Terms and Conditions and which stipulates the conditions for the provision of one or more banking products described therein (collectively the "**Banking Products**" and each individually the "**Banking Product**"), in particular a Loan (as defined below), bank guarantee, bank guarantee letter of intent, letter of credit or any other banking product described in the agreement (the "**Agreement**").
- 1.1.2 The Clients to which these Terms and Conditions apply shall be considered corporate clients. The relationships established by an Agreement shall also be governed, to the extent relevant to a particular Banking Product, by the Bank's price list for corporate clients and notifications of interest rates for corporate clients, which set out the fees charged for services and interest rates applicable as at the date of the provision of the relevant paid service or of the relevant transaction (collectively the "**Price List**"). The valid Price List is published at the Bank's points of sale and at its website.

### 1.2 Interpretation

Unless the context requires otherwise, the interpretation of the Terms and Conditions and the Agreement is subject to the following rules:

- 1.2.1 Headings of clauses, paragraphs and schedules in the Terms and Conditions and in the Agreement are for ease of reference only.
- 1.2.2 Unless the context of the Terms and Conditions otherwise requires, a reference to a "paragraph", "clause" or to a "schedule" means a reference to a paragraph, clause or to a schedule of the Terms and Conditions.

- 1.2.3 A reference to the Agreement is a reference to the Agreement as amended, including its integral parts, i.e. particularly the Terms and Conditions, the Price List and the schedules of the Agreement. A reference to a guarantee deed, bank guarantee letter of intent and letter of credit is a reference to the guarantee deed, bank guarantee letter of intent and letter of credit as amended.
- 1.2.4 A reference to the Bank's website is a reference to www.csas.cz or to any other web page that the Bank may use or will use in connection with the provision of Banking Products.
- 1.2.5 A business day means any day other than a Saturday or Sunday on which banks are generally open for business in the Czech Republic.
- 1.2.6 Unless the Agreement stipulates otherwise, the provisions of the Agreement diverging from those laid down in the Terms and Conditions prevail over the Terms and Conditions.
- 1.2.7 The term to "procure" or "ensure", when used to express a Client's obligation to procure, ensure or cause that a third person will or will not act in a certain manner, refers to the Client's obligation that the third person will perform what has been agreed pursuant to Section 1769, second sentence of Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**").
- 1.2.8 A reference to a legal regulation, international treaty or individual provisions thereof is a reference to that regulation, treaty or provision as amended, supplemented or re-enacted.
- 1.2.9 The terms "controlled" or "controlling" entity and "to control" shall be interpreted within the meaning of Sections 74 and 75 of Act No. 90/2012 Coll., the Business Corporations Act, as amended (the "**Business Corporations Act**").

## 2. Common conditions for provision of banking products

### 2.1 Purpose

The Client may only use a Banking Product in compliance with the purpose agreed in the Agreement and shall be obliged to furnish proof of this at the Bank's request. The Bank is not obliged to check the use of a Banking Product or any other amount drawn by the Client on the basis of the Agreement.

### 2.2 Drawdown Request

- 2.2.1 The Client may request the Bank for the provision or a change of a Banking Product on the basis of a request in form and content agreed in the Agreement or in a form and content otherwise satisfactory to the Bank (the "**Drawdown Request**"). A Drawdown Request shall mean, in particular, a request for the drawdown of a Loan, an instruction for the transfer of funds on a Current Account (as defined below) in the case of an overdraft Loan, an instruction for the provision of a bank guarantee or for the issue of a bank guarantee amendment or for the issue of a bank guarantee letter of intent or its amendment, and the instruction for the opening of a letter of credit or a request for a change to the conditions of a letter of credit. The Drawdown Request shall be binding upon the Client; it may not be revoked or amended without the Bank's consent. If a Drawdown Request submitted to the Bank does not meet the form or content agreed in the Agreement, the Bank may refuse the provision of a Banking Product.
- 2.2.2 Where the Client draws a Banking Product without a written Drawdown Request, an accounting record or confirmation of the Bank shall represent binding evidence of the provision of such Banking Product.
- 2.2.3 Unless the Agreement stipulates otherwise, the Client may draw the relevant Banking Product no earlier than on the second business day (or, at the sole discretion of the Bank, within a shorter period specified by the Bank) following the day on which the Bank receives a Drawdown Request. The Bank shall be entitled not to allow the Client to draw the relevant Banking Product if the Bank receives the Drawdown Request before all of the conditions described above are met and, in particular, if these conditions are not met on or before the drawdown date requested in the Drawdown Request.

### 2.3 Conditions for provision of a Banking Product

Subject to satisfaction of the conditions set forth in the Agreement and in other provisions of the Terms and Conditions and subject to satisfaction of the conditions specified below, the Bank will provide the Client with a Banking Product:

- (a) The Bank maintains the bank account specified in the Agreement for the Client on the basis of a duly executed agreement (the "**Current Account**");
- (b) The Bank has received all the documents, permits and other materials requested in relation to the provision of the Banking Product;
- (c) The Banking Product is to be provided on a business day that falls within the period specified in the Agreement;
- (d) No Event of Default (as defined below) has occurred or is imminent as at the date requested for the provision of the Banking Product;
- (e) The provision of the Banking Product will not result in any breach of a Czech or foreign legal regulation;
- (f) The currency in which the Banking Product is to be provided is available on the interbank market in the Czech Republic or other EU member states;

- (g) If the Client has submitted several Drawdown Requests to which the same Limit (as defined below) applies, the amount of the Banking Product requested together with the amount of any other Banking Product requested will not exceed the unused part of the Limit, unless the Loan is drawn for the purpose of discharge of the Client's debt under the Agreement and the Limit is not exceeded after such debt has been discharged; and
- (h) The Client has paid all Fees (as defined below) and any other amounts that must be paid before the Banking Product is provided.

## 2.4 Banking Product Limit

- 2.4.1 Subject to the conditions set forth in the Agreement, the Bank will provide the Banking Product to the Client up to the amount or in the amount specified in the Agreement (the "**Limit**").
- 2.4.2 If the unpaid portion of the Loan, unutilised portion of the bank guarantee (including the bank guarantee that may be issued on the basis of a bank guarantee letter of intent) or unutilised portion of the letter of credit exceeds the respective Limit, the relevant difference shall be considered a Client's outstanding debt in default.
- 2.4.3 Where the respective Limit has been exceeded and where such excess may be remedied through an unscheduled instalment of the Loan, the Client will be obliged to promptly pay such unscheduled instalment, and clause 5.5 (Prepayment) shall not apply to such unscheduled instalment.
- 2.4.4 If the entire amount that exceeds the Limit is not repaid or cannot be repaid, the Client undertakes, at the request of the Bank and within the time limit specified in the request, to deposit an amount corresponding to the amount by which the Limit has been exceeded to the Current Account or any other account determined by the Bank as cash collateral (security deposit – in Czech jistota) and to pledge its receivables arising from the relevant bank account agreement in favour of the Bank as the Security (as defined below) based on an agreement in the form and content satisfactory to the Bank.

## 2.5 Duration and valuation of the Security

- 2.5.1 Any (i) security for the payment of the debts owed by the Client and other persons to the Bank, under or in connection with the Agreement, (ii) subordination of Client's debts owed to other persons to the Client's debts owed to the Bank under or in connection with the Agreement, and (iii) other person's commitments to provide financial support to the Client and other persons in relation to the Agreement (the "**Security**") shall not be released before the secured or, as applicable, senior debts have been repaid in full, and the Bank will not be obliged to provide a drawdown or any other financial performance and no secured or, as applicable, senior debts may be incurred.
- 2.5.2 The Bank will be entitled, at the expense of the Client, to arrange for or procure the valuation (expert estimate of the value) of assets and rights that are subject to the Security, including repeatedly. For these purposes, the Client shall provide the Bank and the third person that performs the valuation with any and all necessary assistance and, as the case may be, procure that any such assistance be provided by any other person that provides the relevant Security, and pay to the Bank all the costs and expenses incurred in relation to the valuation.

# 3. Certain provisions related to loans

## 3.1 Loan

Subject to the conditions set forth in the Agreement, the Bank (as a lender) will provide a loan to the Client (as a borrower) (the "**Loan**"). The Loan is to be drawn down by means of the transfer of funds to the Current Account, with the exception of an overdraft Loan in which case the Bank will allow the Client to withdraw funds from the Current Account so that its available balance falls below zero. The Client undertakes to repay the Loan in a due and timely manner and to pay the agreed interest and Fees (as defined below).

## 3.2 Interest rate

The interest rate applicable to the Loan and method of its calculation are set out in the Agreement.

## 3.3 Interest period

The interest rate set out in the Agreement applies to the interest period which is specified in the Agreement (the "**Interest Period**"). The Interest Periods are regular consecutive periods which run separately in relation to each individual drawdown of the Loan. The initial Interest Period begins on the day on which the Loan is drawn down. Each subsequent Interest Period begins on the day following the last day of the immediately preceding Interest Period. The Agreement may provide for a uniform last day for all Interest Periods; in such a case, each Interest Period (irrespective of its prescribed duration) shall end on the specified last day. If any Interest Period is to end after the Final Maturity Date (as defined below), such Interest Period will be shortened so as to end on the Final Maturity Date.

## 3.4 Base interest rate

The base interest rate is the percentage interest rate per annum which is determined by the Bank in accordance with its internal guidelines with effect from the day on which it is published at the Bank's points of sale and at its website (the "**Base Rate**"). The interest rate will be determined on the basis of the Base Rate specified in the Price List as valid on the first day of the relevant Interest Period.

### 3.5 Preferential interest rate

The preferential interest rate is the percentage interest rate per annum which is determined by the Bank in accordance with its internal guidelines and which will be notified to the Client reasonably in advance before the date determined by the Bank as the date on which the preferential interest rate takes effect (the "**Preferential Rate**"). The Client shall be deemed to have accepted the Preferential Rate (its amount), unless the Client, upon having received the notification, repays the Loan in full in accordance with clause 5.5 (Prepayment). Such accepted Preferential Rate shall apply as of the first Interest Period that follows the date of notification of the new Preferential Rate.

### 3.6 Reference interest rate

#### 3.6.1 Reference interest rate

The reference interest rate (the "**Reference Rate**") is the respective percentage interest rate per annum for the sale of interbank deposits, published as a rule at around 11 a.m. CET on the second business day before the first day of the relevant Interest Period or, as the case may be, on the date of the Interest Period where the Reference Rate is determined for overdraft Loans where the Agreement sets out a one-day Interest Period.

#### 3.6.2 Publication screen

The Reference Rate corresponds to PRIBOR (Prague Interbank Offered Rate), EURIBOR (Euro Interbank Offered Rate), LIBOR (London Interbank Offered Rate), EONIA (Euro OverNight Index Average) or to any other rate agreed in the Agreement. PRIBOR is the rate published on the PRBO page, EURIBOR is the rate published on the EURIBOR 01 page and LIBOR is the rate published on the LIBOR01 or LIBOR 02 page in the Thomson Reuters system. EONIA means the interest rate set by the European Central Bank for the euro, computed as the arithmetic mean of unsecured lending transactions in the interbank market in the European Union and European Free Trade Association (EFTA) countries in one (1) day and published on the relevant screen.

#### 3.6.3 Alternative screen

After consulting the Client, the Bank may determine a different screen (in particular the respective screen of the Bloomberg service) or a service displaying the respective rate if the previously specified screen or service is no longer available.

#### 3.6.4 Negative Reference Rate

For any period in which the Reference Rate is below zero, the respective interest rate will be calculated on the basis of the Reference Rate being equal to zero. In justified cases, the Bank may decide not to apply the rule specified in the preceding sentence, however, such decision cannot be to the detriment of the Client. The Bank shall notify the Client of any such decision.

#### 3.6.5 Alternative Reference Rate

If no Reference Rate is available on the relevant screen at a given time or if the costs of the Bank to obtain matching deposits to finance the Loan exceed such rate (the "**Market Disruption**"), then the Reference Rate for the period of duration of the Market Disruption will be, unless agreed otherwise between the Bank and the Client, the Bank's Base Rate or the Bank's alternative rate applicable in the case of Market Disruption as specified in the Price List that is valid on the first day of the relevant Interest Period, whichever is lower. When determining the Reference Rate for a one-day Interest Period which falls on a day which is not a business day, the Reference Rate (or, as the case may be, the alternative Reference Rate) applicable to the immediately preceding business day shall apply. Clause 12.6 (Alternative dates) shall not apply to one-day Interest Periods and such Interest Periods shall not be extended.

### 3.7 Fixed interest period rate

The fixed interest rate for an Interest Period is the percentage interest rate per annum which is fixed for the entire duration of a specific Interest Period (the "**Fixed Interest Period Rate**"). The Fixed Interest Period Rate is determined by the Bank in accordance with its internal guidelines and procedures and depending on the situation on financial markets where the Bank refinances. The Fixed Interest Period Rate is specified in the Agreement and the Bank shall be entitled to change it while notifying the Client of any such change sufficiently in advance before the beginning of the Interest Period. The Client shall be deemed to have accepted the new Fixed Interest Period Rate, unless the Client, upon having received the notification, repays the Loan to which the new amount of rate applies in full in accordance with clause 5.5 (Prepayment). Such accepted new Fixed Interest Period Rate shall apply as of the first Interest Period that follows the date of notification of the new Fixed Interest Period Rate.

### 3.8 Fixed interest rate

The fixed interest rate is the percentage interest rate per annum which remains unchanged for the entire term of the Loan (the "**Fixed Rate**"). The Fixed Rate is specified in the Agreement and is not related to any Interest Period.

### 3.9 No overlapping

If, on the date of the Agreement, an overdraft Loan (existing overdraft Loan) is utilised on the Current Account, the right to draw down an existing overdraft Loan shall cease to exist at the moment the Client becomes entitled to draw down a new overdraft Loan under the Agreement, and the amount then owed under the existing overdraft Loan on the Current Account shall continue to be owed under the new overdraft Loan.

## 4. Certain provisions related to bank guarantees, bank guarantee letters of intent and letters of credit

### 4.1 Bank guarantee

Subject to the conditions set forth in the Agreement, the Bank will issue, on the basis of a Drawdown Request, a guarantee deed (or a change to a guarantee deed) in the form used by the Bank. In the guarantee deed, the Bank will provide a declaration that it will satisfy the beneficiary under the bank guarantee (the "**Beneficiary under Guarantee**") up to the amount specified in the guarantee deed if the conditions set forth in the guarantee deed are met. When issuing the guarantee deed (or making any changes thereto), the Bank will only observe the instructions contained in the Drawdown Request; in particular, the Bank is not obliged to examine any other documents regardless of whether or not they may be known to the Bank.

### 4.2 Conditions for bank guarantees and bank guarantee letters of intent and changes thereto

In the Agreement, bank guarantee letters of intent, guarantee deeds or any amendments thereto, the Bank may use formulations which are customary in banking practice. If there is any discrepancy between the Agreement, guarantee deed, bank guarantee letter of intent or any amendment thereto, (i) the guarantee deed and its amendments, if any, or the bank guarantee letter of intent and any amendments thereto shall prevail over the Agreement and (ii) the guarantee deed and its amendments, if any, shall prevail over the bank guarantee letter of intent and any amendments thereto. A change to the guarantee deed resulting in a reduced period of validity or reduced guaranteed amount shall not take effect before the Beneficiary under Guarantee provides its consent to such change.

### 4.3 Debt arising from payment made by the Bank under the bank guarantee

Payments made under the bank guarantee constitute Client's debt owed to the Bank, the amount of which equals the amount the Bank has paid under the bank guarantee. This debt shall be due and payable on the date when the payment under the bank guarantee is made.

### 4.4 Confirmation of a bank guarantee by another bank

If the confirmatory bank refuses to confirm the bank guarantee, the Bank's obligation to provide the bank guarantee shall cease to exist.

### 4.5 Specific obligations of the Client in relation to certain types of bank guarantees

A bank guarantee for a refund of an advance payment (downpayment) or a bank guarantee for retention money may contain a condition relevant to the payment under such bank guarantee, requiring that the amount of downpayment or retention money be credited in the amount and to the account specified in the guarantee deed. The Client undertakes to inform the Bank about the fulfilment of this condition within five (5) business days of this condition having been met. If the Bank is requested to make a payment under the bank guarantee and the Client has not yet met its obligation to inform the Bank, the Bank shall be entitled to consider such condition as being fulfilled.

### 4.6 Standard and non-standard bank guarantees

Unless the Agreement stipulates otherwise, the Bank will only provide bank guarantees (the "**Standard Bank Guarantees**") that are not Non-Standard Bank Guarantees.

"**Non-Standard Bank Guarantees**" include the following guarantees:

- (a) for obligations arising from agreements on electronic post-pay toll system records and on provision of electronic onboard equipment;
- (b) for obligations to file a tax return for, self-assess and pay excise duty, including any accessories related thereto, in accordance with the provisions of Act No. 353/2003 Coll., the Excise Duty Act, as amended;
- (c) for obligations to prove financial capacity in road transport in accordance with the provisions of Act No. 111/1994 Coll., the Road Transport Act, as amended;
- (d) for obligations to pay customs duty, taxes and fees collected by the customs authority on imported goods, including any accessories related thereto, in accordance with the provisions of Act No. 242/2016 Coll., the Customs Duty Act, as amended;
- (e) for obligations under the provisions of Act No. 311/2006 Coll., on Fuels and Filling Stations, as amended;
- (f) for obligations under the provisions of Act No. 307/2013 Coll., on Mandatory Labelling of Spirits, as amended;
- (g) for lost bills of lading;
- (h) for the payment of goods from consignment stock;
- (i) for TIR carnets;
- (j) for obligations of a person storing raw tobacco in accordance with the provisions of Act No. 353/2003 Coll., the Excise Duty Act, as amended; and
- (k) guarantees in respect of which the Bank informs the Client or agrees with the Client in the Agreement that these guarantees represent Non Standard Bank Guarantees.



#### 4.7 Letter of credit

The Bank (as the issuing bank) will open or change, at the request of the Client (as the applicant), a letter of credit in favour of the person specified in the Drawdown Request (the "**Beneficiary under Letter of Credit**"), subject to the conditions set forth in the Agreement and subject to the relevant rules of the International Chamber of Commerce in Paris specified in the Drawdown Request. The relevant rules of the International Chamber of Commerce in Paris specified in the Drawdown Request that relate to the letter of credit shall also apply to the legal relationship established between the Bank as the issuing bank and the Client as the applicant. Clauses 4.5 (Specific obligations of the Client in relation to certain types of bank guarantees) and 4.12 (Common provisions – Counter-guarantee) shall apply mutatis mutandis to standby letters of credit.

#### 4.8 Opening and amendment of a letter of credit

When issuing a letter of credit (or making any changes thereto), the Bank will only observe the instructions contained in the Drawdown Request; in particular, the Bank is not obliged to examine any other documents regardless of whether or not they may be known to the Bank. When issuing a letter of credit (or making any changes thereto), the Bank may use formulations which are customary in banking practice. The Bank may further supplement, refine and/or amend the instructions and facts stated in the Agreement or in the Drawdown Request to ensure compliance with the applicable rules of the International Chamber of Commerce in Paris specified in the letter of credit or in the Drawdown Request and to allow utilisation of the letter of credit or any changes thereto. If expressly specified in the letter of credit, any change or cancellation thereof made by the Bank is valid and effective without any further conditions necessary. Cancellation of a letter of credit constitutes a change of the letter of credit with all the consequences ensuing therefrom.

#### 4.9 Payments under a letter of credit

Upon verification that the conditions set forth in the letter of credit have been complied with, the Bank will discharge its obligation towards the Beneficiary under Letter of Credit up to the amount specified therein.

#### 4.10 Debt arising from payment made by the Bank under the letter of credit

Payments made under the letter of credit constitute Client's debt owed to the Bank, the amount of which equals the amount the Bank has paid under the letter of credit. This debt shall be due and payable on the date when the payment under the letter of credit is made.

#### 4.11 Transfer of Beneficiary's right

If the right of the Beneficiary under Letter of Credit is transferred to another person (including repeatedly), the Beneficiary under Letter of Credit shall also mean the person to which the rights have been transferred.

#### 4.12 Common provisions – Counter-guarantee

4.12.1 On the basis of the Drawdown Request, the Bank may request another bank determined in the Drawdown Request (the "**Beneficiary's Bank**") to issue a bank guarantee in favour of the Beneficiary under Guarantee or to open a standby letter of credit in favour of the Beneficiary under Letter of Credit, and issue a bank guarantee in favour of the Beneficiary's Bank (the "**Counter-guarantee**"), securing any claims of the Beneficiary's Bank arising from payments made under:

- (a) the bank guarantee issued by the Beneficiary's Bank in favour of the Beneficiary under Guarantee; or
- (b) the standby letter of credit opened by the Beneficiary's Bank in favour of the Beneficiary under Letter of Credit.

4.12.2 The validity of the Counter-guarantee shall always be longer than the validity of the bank guarantee issued, or standby letter of credit opened, by the Beneficiary's Bank.

4.12.3 The Beneficiary's Bank claim for payment under the Counter-guarantee is independent of the obligation secured by the bank guarantee issued, or standby letter of credit opened, by the Beneficiary's Bank; however, payment under the Counter-guarantee is conditional upon the Beneficiary's Bank having issued a declaration that the Beneficiary under Guarantee or Beneficiary under Letter of Credit has duly exercised the right under the bank guarantee issued, or standby letter of credit opened, by the Beneficiary's Bank.

4.12.4 The Bank shall not be liable for the Beneficiary's Bank failure to act on instructions, breach of customary practice or obligations, or any deficiencies, errors or delays.

4.12.5 The Client shall indemnify the Bank for any liability and claims that may be raised against the Bank as a result of the use of the services of the Beneficiary's Bank.

## 5. Payment of client's debts owed to the bank

#### 5.1 Payment of debts

Unless the Agreement stipulates otherwise, the Client shall pay its debts arising under or in connection with the Agreement via the Current Account and in the currency of the debt. The Client undertakes to keep sufficient available balance in the Current Account that will allow it to discharge a due debt no later than on the business day that immediately precedes the due date thereof. The Bank is entitled to collect the funds in the corresponding amount from the Current Account on the day on which the Client's debt becomes due. If the balance available in the Current Account on the due date is not sufficient to pay the Client's

debt(s) in full, the Bank may collect the funds needed to cover the Client's debts from any other account maintained by the Client with the Bank. The Bank is also entitled, without the Client's instruction, to effect the payment of the Client's debts owed to the Bank by debiting the Current Account or any other account maintained by the Bank for the Client up to the limit agreed for the debit balance in the Current Account or any other Client's account.

## 5.2 Order of payment of debts

5.2.1 Unless the Bank determines a different order of payment of debts, any amounts received will be applied to the satisfaction of the Client's debts as follows:

- (a) **first**, to pay any amounts that are of a punitive nature (contractual fines, default interest);
- (b) **second**, to pay costs and damages pursuant to clause 6.3 (Reimbursement of costs) and clause 11.2 (Compensation of damage by the Client);
- (c) **third**, to pay the Fees;
- (d) **fourth**, to pay interest;
- (e) **fifth**, to pay the Loan principals and debts arising from payments made under or in connection with bank guarantees or letters of credit; with the oldest unpaid debt being paid first, followed by the other debts based on their respective due dates; and
- (f) subsequently, to satisfy any other due debts owed by the Client to the Bank.

5.2.2 The order of payment described above has priority over any other order that may be determined by the Client.

## 5.3 Debt maturity

Unless the parties have agreed on debt maturity in writing, a debt shall fall due on the date on which it originates. Where the Agreement specifies the final maturity date of the Loan (the "**Final Maturity Date**"), the Client is obliged to also pay any accessories, Fees (as defined below) and other amounts related to the Banking Product on that same day.

## 5.4 Loan reduction

Where the Client has not utilised the Loan up to the Limit or where the Client has made a prepayment of the Loan, the Client is obliged to repay the Loan in the amounts and on the dates as originally agreed in the Agreement; the repayment period will be reduced accordingly or the amount of the last instalment will be adjusted accordingly.

## 5.5 Prepayment

5.5.1 The Client may prepay the Loan or any part thereof before the maturity date determined in the Agreement only if it is expressly stipulated in the Terms and Conditions or in the Agreement or if the Bank has granted its prior written consent to such prepayment, under the conditions set forth therein.

5.5.2 Together with the prepayment of the Loan principal or any part thereof, the Client is obliged to pay to the Bank any accessories related thereto and, if so stipulated in the Agreement or by the conditions under which the Bank has granted its consent to the prepayment, also the prepayment fee (the "**Prepayment Fee**").

5.5.3 If the Client has notified the Bank that it will make a prepayment of the Loan in accordance with the Agreement or the Bank has granted its consent to prepayment to the Client, the Client is obliged to make the prepayment.

5.5.4 If a new Preferential Rate or a new Fixed Interest Period Rate is notified to the Client, the Client may, upon prior written notice to the Bank, prepay the Loan to which such rate applies. The Client is obliged to make the prepayment in the full amount of the outstanding portion of the Loan, on the last day of the Interest Period preceding the Interest Period to which the new Preferential Rate or Fixed Interest Period Rate applies. The Client is not obliged to pay the Prepayment Fee together with such prepayment, even if the Prepayment Fee was agreed in the Agreement.

5.5.5 Unless the Agreement stipulates otherwise, the Client is required to make the prepayment of the Loan (whether mandatory or voluntary) always on the last day of the then current Interest Period applicable to that Loan.

5.5.6 Where any part of the Loan is paid on a date other than on the last day of the applicable Interest Period or on the Final Maturity Date, save for the instances specified in clause 5.6 (Mandatory prepayment), the Client shall pay the Bank, within the time limit determined by the Bank, the breakage costs (the "**Breakage Costs**"). The Breakage Costs are the costs, losses or damage incurred by the Bank as a result of breakage of the pending Interest Period, in particular those costs associated with liquidity reservation, related measures on the financial markets on which the Bank refinances as well as lost future interest income arising from the difference in market interest rates.

## 5.6 Mandatory prepayment

If the performance of any obligation or liability of the Bank under or in relation to the Agreement and/or Security becomes illegal or has any other adverse effect on the legal position or financial performance of the Bank, and the Bank has notified the Client of this, the Client will be obliged to mandatorily prepay the Loan and the Bank will be entitled to take the measures set forth in clause 9.2.1(a). The Client shall mandatorily prepay the Loan on the last day of the then current Interest Period applicable to that Loan or on the date specified by the Bank in its notice. In such a case, the Client is not obliged to pay the Prepayment Fee even if the Prepayment Fee has been agreed in the Agreement.

## 5.7 Performance by third persons

The Bank may (including without Client's consent), but is not obliged to, in spite of Client's consent, receive any performance offered in discharge of the Client's debt from a person other than the Client.

## 5.8 Accounting records and confirmations

In any court or arbitration proceedings arising from or connected with the Agreement, the accounting records and confirmations of the Bank shall represent binding evidence of the provision of any Banking Product, payment or receipt of any payment by the Bank and other facts to which they relate.

## 5.9 Computation of interest, Fees and charges

Computation by the Bank of any interest, Fees and other amounts determined under the Agreement, the Terms and Conditions or the Price List is based on the actual number of days lapsed and 360-day calendar year convention.

# 6. Certain provisions related to fees and reimbursement of costs

## 6.1 Fees

- 6.1.1 The Client shall pay the Bank any fees, remuneration, charges and cost reimbursements determined by the Agreement, the Terms and Conditions and the Price List (jointly the **"Fees"** and each individually the **"Fee"**).
- 6.1.2 Where the Agreement defines any of the Fees differently from the Terms and Conditions or the Price List, the Fee set out in the Agreement prevails. Where the Price List defines any of the Fees as being agreed on an individual basis and no specific amount of the Fee has been agreed between the Client and the Bank, the Client is obliged to pay the Bank the Fee in the amount specified in the Price List as being the minimum fee.
- 6.1.3 If no due date for the Fee has been agreed and if no such due date is specified in the Price List, the Fee shall be due and payable on the date determined by the Bank.
- 6.1.4 The Client agrees to pay the Fee for accepting, reviewing and evaluating a request for a Banking Product in full, even if the Client has not used the Banking Product, whether in full or in part.

## 6.2 Commitment fee

- 6.2.1 The commitment fee is a Fee that must be paid to the Bank for reservation of funds for the Client. The commitment fee is calculated based on the available and unutilised portion of the Limit of the Loan and on the unutilised portion of the bank guarantee amount under a valid bank guarantee or on the available and unutilised portion of a valid bank guarantee letter of intent.
- 6.2.2 The commitment fee on the available and unutilised portion of the Limit of the Loan shall be paid for a period (inclusive of the first and the last day) commencing on the date of the Agreement and ending on the last date on which the Loan may be provided to the Client in accordance with the Agreement; the commitment fee is due on the date specified in the Agreement.
- 6.2.3 The commitment fee on the bank guarantee amount or the unutilised portion of a bank guarantee letter of intent shall be paid for the validity period of the bank guarantee or, as the case may be, validity period of the bank guarantee letter of intent; the commitment fee is due on the date specified in the Agreement. The commitment fee is calculated on the current unpaid portion of the bank guarantee or, as the case may be, on the current unutilised portion of the bank guarantee letter of intent, by reference to the circumstances existing on the date when the commitment fee is due.
- 6.2.4 If the commitment fee is payable in advance and if, during the period for which the commitment fee is to be paid, the amount on which the commitment fee is calculated increases, the Client agrees to pay the Bank the remaining part of the commitment fee in the new amount no later than on the first day of the period immediately following the period for which the commitment fee is payable or, as the case may be, on the last day of validity of the bank guarantee or validity of the bank guarantee letter of intent, whichever is earlier. If the guarantee deed is returned early or if the bank guarantee amount or Loan is reduced or if the Bank's obligations under the bank guarantee or bank guarantee letter of intent cease to exist early, the Bank shall not be obliged to return the commitment fee to which the Bank has become entitled.

## 6.3 Reimbursement of costs

- 6.3.1 The Client shall reimburse the Bank for any expenses incurred by the Bank in exercising the rights and fulfilling the obligations under or in relation to the Agreement, including any expenses incurred in relation to creation, administration, termination, review and valuation of the Security, in particular:
  - (a) costs of notaries, legal, tax, technical and other advisors, experts, translators, interpreters, documentation, stamp duties, fees and other similar payments, costs of mailing and telecommunications services;
  - (b) costs incurred in connection with a breach of any of the Client's obligations or duties under or in connection with the Agreement, as well as costs incurred in recovery of debts arising under or in connection with the Agreement and in the enforcement of the Security (including legal costs);



- (c) costs incurred in connection with the provision, changes or cancellation of the Banking Products, including costs incurred in connection with the Banking Products and Security thereto, which are governed by foreign law; and
  - (d) costs incurred as a result of the use of services provided by another bank in relation to the provision, changes or cancellation of the Banking Products (e.g., fees charged by the other bank for services that the Bank has used to effect the Client's instructions).
- 6.3.2 If the Client specifies in the Drawdown Request that any fees, charges or remuneration payable to the Bank or another bank, or any other expenses related to a Banking Product will be borne by the Beneficiary under Guarantee or Beneficiary under Letter of Credit, the Client shall be liable for the payment thereof in case they are not paid by the Beneficiary under Guarantee or Beneficiary under Letter of Credit. If the Beneficiary under Guarantee or Beneficiary under Letter of Credit fails to pay any of these amounts due to the Bank on its respective due date, the Bank may collect the funds in the corresponding amount from the amount paid in respect of the Banking Product or from the Current Account or any other Client's account, and apply them towards the discharge of the due debt of the Beneficiary under Guarantee or Beneficiary under Letter of Credit; clauses 5.1 (Payment of debts) and 5.2 (Order of payment of debts) shall apply mutatis mutandis. The Bank will subsequently notify the Client of the amount of the fees, charges and remuneration payable to the Bank or another bank or other expenses related to a Banking Product, which has actually been paid and of the reason for them.

## 7. Representations

### 7.1 Client's representations

The Client represents to the Bank, on the date of the Agreement as well as on each day during the term of the Agreement, that:

- 7.1.1 if the Client is an individual, his/her legal capacity has not been limited;
- 7.1.2 if the Client is a legal entity, it is a legal entity that was duly formed, incorporated and is existing under the laws of the jurisdiction of its incorporation;
- 7.1.3 is not a person having a special relation to the Bank pursuant to Act No. 21/1992 Coll., on Banks, as amended;
- 7.1.4 it acts on its own account and, if it is an entrepreneur, it also acts within its business activities, unless the Agreement stipulates otherwise;
- 7.1.5 the Agreement and the legal acts related to it (in particular, related to the provision of the Security) have been duly and validly signed by the Client or by its representatives who did not exceed their authorisation in doing so;
- 7.1.6 the Agreement and the legal acts related to it (in particular, related to the provision of the Security) are valid and enforceable and establish valid, effective and enforceable debts and obligations of the Client towards the Bank;
- 7.1.7 the documents and other information provided to the Bank in relation to verifying the identity of the Client and its ownership structure and in connection with the Agreement and legal acts related to the Agreement (in particular, related to the provision of the Security) are true, complete, accurate, not misleading in any material respect, and their content provides a complete and true overview of the Client and its overall economic and business situation and ability to settle its debts in the future; there have been no material changes to the facts to which the documents and other information stated above relate since the date on which they were provided to the Bank and other persons;
- 7.1.8 by executing the Agreement and the related legal acts (in particular, related to the provision of the Security) and by assuming and settling the debts and obligations and exercising the rights that arise from them, the Client will not breach (i) any legal regulation, (ii) its constitutional documents, (iii) any decision rendered by an institution with the authority to issue binding and enforceable decisions (including courts, arbitrators or arbitration tribunals, public administration authorities or self-government bodies) (the "**Competent Authority**"), (iv) any document that is binding on the Client or that relates to the Client's assets, (v) any obligation applicable to the Client or (vi) any third-party right;
- 7.1.9 no insolvency, execution, tax, court, arbitration or other proceedings are pending before any Competent Authority, which could have an adverse effect on the Client's ability to discharge its obligations and debts towards the Bank in a due and timely manner and its overall economic and business situation, and the Client is not aware of any such proceeding being imminent;
- 7.1.10 the Client is not insolvent (in Czech v úpadku) and no insolvency is imminent;
- 7.1.11 all permits and consents of the Client's bodies and public administration authorities or self-government bodies as well as other authorities, organisations, entities and third persons which are necessary for the execution and coming into force and effect of the Agreement and any related legal acts and for the origination, taking into effect and enforceability of the Client's debts and obligations under the Agreement and the related legal acts (in particular, related to the provision of the Security) have been obtained and are in force and effect;
- 7.1.12 it has no tax arrears, no arrears of health insurance premiums or unpaid penalties related to public health insurance, and no arrears of social security payments or unpaid penalties related to social security and contributions to the state employment policy, or it has agreed on a repayment scheme for the settlement of the arrears, which has been approved by the Bank;

- 7.1.13 the centre of the Client's main interests (the "**Centre of Main Interests**") within the meaning of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (the "**Regulation**") is located in the country of its residence or place of business;
- 7.1.14 the Client, the person controlled by or controlling the Client or under the same control with the Client (these persons together with the Client are hereinafter jointly referred to as the "**Client's Group**"), the person providing the Security, the person controlling the person providing the Security and, to the Client's best knowledge (after having made an appropriate investigation), any of its or their officers and members of its or their statutory or supervisory bodies:
- (a) is not a person (i) included or acting on behalf of a person included in sanctions and other similar lists maintained or public announcements made by the European Union, the United States, the United Nations, the Czech Republic or the competent government agency of any of the entities mentioned above (these entities and agencies are hereinafter jointly referred to as the "**Sanctions Authorities**"), (ii) at whom laws, regulations and other regulatory acts on international sanctions, embargoes or similar restricting economic, commercial or financial measures adopted, made or enforced by any Sanctions Authority (hereinafter jointly referred to as the "**Sanctions**"), are targeted, or (iii) domiciled in a country or incorporated under the laws of a country or territory at which country-wide or territory-wide Sanctions are directed (each such person is hereinafter referred to as the "**Person Subject to Sanctions**");
  - (b) is not engaged in any activity that could reasonably be expected to result in it being classified as a Person Subject to Sanctions; and
  - (c) has not received any notice or are not otherwise aware of any claim, action, suit, administrative proceedings or investigation having been made or instigated against them by any Sanctions Authority in connection with the Sanctions;
- 7.1.15 no criminal proceedings are pending against the Client, any member of the Client's Group, person providing the Security, any member of the Client's or these persons' statutory or supervisory bodies and no such criminal proceedings are imminent, and the Competent Authority has not found any of them guilty of having committed a crime;
- 7.1.16 has been informed of (i) the risks associated with loans denominated in a foreign currency to the extent sufficient for making informed and prudent decisions, including information about an adverse effect of any material depreciation of the Czech crown or increase in the applicable Reference Rate on the instalments of loans denominated in a foreign currency, and (ii) the existence of the Bank's offer relating to loans of the same nature denominated in Czech crowns and the financial instruments hedging the Client against currency risk; and
- 7.1.17 is aware of the risks associated with the provision of a bank guarantee, bank guarantee letter of intent and opening of a letter of credit if these are governed by law other than Czech law, practices customary in the Czech Republic or if a court other than a Czech court has jurisdiction to decide disputes arising therefrom.

## 7.2 Binding representations

The Client acknowledges that, in entering into the Agreement and the legal acts related to it (in particular, related to the provision of the Banking Products and Security) and thereafter, the Bank relies on each of the representations given in clause 7.1 (Client's representations), each representation made by the Client or, as the case may be, a third person in the Agreement or in the legal acts related to it (in particular, related to the provision of the Security), as well as other information disclosed to the Bank during negotiations on the entry into the Agreement and in the course of the contractual relationship established by the Agreement (hereinafter jointly referred to as the "**Representations**").

## 8. Client's obligations

### 8.1 No cancellation of the Current Account

The Client undertakes to maintain the Current Account opened with the Bank for the entire term of the Agreement. During this period, the Client may not terminate or withdraw from the Current Account agreement.

### 8.2 Information duty and provision of documents

The Client undertakes to:

- 8.2.1 inform the Bank in writing without delay, though no later than within ten business days from the occurrence or ascertainment of a relevant fact or execution or receipt of a relevant document, about:
- (a) any change to any of the facts disclosed in the Representations;
  - (b) any change to or extinction of any power of attorney which was granted by the Client and which the respective attorney in fact could use in its dealings with the Bank;
  - (c) any change to the Client's tax domicile;
  - (d) any change to the share in the Client's registered capital or voting rights occurring any time during the term of the Agreement, which in aggregate represents more than 10% of such share or voting rights;
  - (e) any Event of Default and, within the same time limit, to submit to the Bank a proposal for remedy;

- (f) extinction, deterioration or decrease in the value of the Security, deterioration of the Client's legal or economic and business situation, decrease in the fair value of assets or material changes in the Client's structure or any not insignificant increase in indebtedness or any other similar adverse change;
- (g) any loss, theft or misuse of Client's stamp, forms, data carriers or means of communication or their unauthorised use in relation to the Bank or in connection with a Banking Product;
- (h) any fact that is material as regards the Client's ability to discharge its present and future obligations in a due manner or that may have another adverse effect on the Bank's risks associated with the provision of banking services to the Client;

and support the information stated above with available documents or by any other clear evidence depending on the nature of the fact being so notified;

- 8.2.2 within the time limits determined by the Bank, inform the Bank about all facts and deliver all documents in the scope determined by the Bank for the purposes of obtaining information arising from the requirements for "know your customer" or similar identification procedures and checks of the Client, person providing the Security and persons acting on their behalf, which the Bank performs in order to fulfil its obligations under the applicable legal regulations and internal rules, including the anti-money laundering regulations;
- 8.2.3 promptly inform each provider of the Security about any increase in the interest rate charged on the Banking Product to which the Security relates;
- 8.2.4 if the Client is subject to Act No. 340/2015 Coll., on the Contracts Register, as amended (the "**Contracts Register Act**"), give the Bank a prior notice that a contract or agreement to be entered between the Bank and the Client is subject to the duty of disclosure in the contracts register; and
- 8.2.5 within the time limits determined by the Bank, provide the Bank with any additional information and other documents that may be requested by the Bank.

### **8.3 Income on the accounts maintained for the Client by the Bank**

- 8.3.1 The Agreement may impose an obligation upon the Client to direct a certain amount of its income, i.e., incoming payments in respect of the Client's receivables, to the accounts maintained for the Client by the Bank. When evaluating the fulfilment of this obligation, the Bank is not required to take into consideration the income (i) transferred to the accounts maintained for the Client by the Bank as part of the financing provided to the Client by the Bank, (ii) transferred to the accounts maintained for the Client by the Bank from other accounts maintained for the Client by the Bank or a third person, and (iii) transferred to the accounts maintained for the Client by the Bank from the accounts maintained for a member of the Client's Group by the Bank or a third person without a proof of corresponding consideration being evidenced to the Bank.
- 8.3.2 Where the Agreement stipulates an undertaking of the Client to direct its income to the accounts maintained for the Client by the Bank in the amount corresponding to the Bank's share in the Client's financing, this share shall be determined as the quotient of A/B, where A means the total amount of the Bank's credit exposure towards the Client and B means the aggregate amount of the credit exposure that the Bank and other banks and financial institutions have towards the Client, based on the Bank's information.

### **8.4 No preferential treatment**

The Client will ensure that none of its current and future creditors will be treated preferentially over the Bank and that the satisfaction of none of the Client's debts will have priority over satisfaction of the debt arising from the Agreement and that no security created in relation to any such debt will provide any third person with greater certainty of satisfaction than the Security.

### **8.5 Status changes**

The Client undertakes not to make, without the Bank's consent, any corporate change (this particularly means any merger, demerger, transfer of assets to a shareholder, change of the legal form and cross-border transfer of the registered office), registered capital reduction, purchase, sale or lease of a business (in Czech *závod*) or any part thereof, non-negligible change to the scope, range and place of business or any other similar change.

### **8.6 Security replenishment**

If the Bank ascertains a fact that, in its opinion, has or could have an adverse effect on the Client's ability to settle the debts arising under or in connection with the Agreement, if the Security ceases to exist or the value of the Security is reduced, if the Security ceases to be valid or effective or if the Bank's position among the Client's creditors deteriorates, the Client shall, at its own cost, provide (or procure the provision of) sufficient Security in relation to its debts owed to the Bank in the scope and in the manner determined by the Bank.

### **8.7 Debt acknowledgment and consent to direct enforcement**

The Client undertakes to promptly acknowledge, at the Bank's request, the debt owed to the Bank under or in connection with the Agreement in writing with a notarised signature, or (at the Bank's choice) to enter with the Bank into an agreement on the direct enforcement and on the acknowledgment of debt in the form of a notarial deed, in accordance with the applicable legal regulations.

## 8.8 International sanctions

The Client undertakes:

- 8.8.1 not to use, whether directly or indirectly, (and procure that no such use is made of) any funds under the Banking Products provided on the basis of the Agreement in order to provide loans or investments or to finance activities or business or for any other purposes in favour of any Person Subject to Sanctions or in any other manner that would lead to a breach of the Sanctions by the Bank;
- 8.8.2 to procure that no Person Subject to Sanctions be directly or indirectly involved in satisfaction of any monetary debt owed to the Bank under the Agreement or any related legal act (in particular, related to the provision of the Security);
- 8.8.3 not to be involved, and procure that no member of the Client's Group or person acting on the Client's behalf is involved, in any transaction, activity or action that would violate the Sanctions or make the Client or the particular member or person become a Person Subject to Sanctions; and
- 8.8.4 knowingly, after having made appropriate investigation, not to use any income or benefits derived from any activity or transaction with a Person Subject to Sanctions towards the satisfaction of any monetary debt owed to the Bank and arising under the Agreement.

## 9. Events of default, bank's rights

### 9.1 Events of Default

The following circumstances as well as the circumstances that are described as such under the Agreement, the legal acts related to the provision of the Security or any other document related to the Agreement shall be deemed events of default (the "**Event of Default**"), regardless of whether such circumstance occurred as a result of an act, illegal conduct or omission or for reasons being objectively beyond the Client's control:

- (a) the Client has used a Banking Product or any part thereof for a purpose other than as stipulated in the Agreement;
- (b) the Client is in delay with the payment of any monetary debt owed to the Bank under the Agreement or any other agreement entered into with the Bank;
- (c) the Security has not been created in the amount and scope and within the time limits as stipulated in the Agreement or the Security has ceased to be valid, enforceable or effective, whether in full or in part;
- (d) in breach of the Agreement, the Client has terminated or withdrawn from the Agreement or has made steps towards challenging the validity or binding nature of the Agreement or Security;
- (e) the Client has failed to fulfil any other obligation under or in connection with the Agreement or under any other legal act connected with the Agreement or any other agreement entered into with the Bank, unless such failure to fulfil an obligation is capable of being remedied and the Client fulfils the obligation within a grace period of ten (10) business days from the earlier of the date on which it learned or could have learned of such default and/or on which it receives the Bank's request for remedy;
- (f) the person that provided the Security or is a party to a legal act related to the provision of the Security has defaulted on its obligations under the legal act related to the provision of the Security or has taken steps towards challenging its validity or binding nature;
- (g) any of the Representations (including the representations of the person that provided the Security) made to the Bank or information stated in the documents submitted to the Bank is or proves to be false, incomplete or misleading in a material respect or changes to the circumstances having this effect occurred subsequently;
- (h) the persons controlling the Client or the person that provided the Security have changed or the Client or the person that provided the Security is under influence of a person other than its controlling entity;
- (i) the fulfilment of any of the obligations arising under or in connection with the Agreement or the Security (other than as specified in clause 5.6 (Mandatory prepayment)) becomes illegal or would have an adverse effect on the legal position or financial performance of the Bank;
- (j) any claim has been raised or any action, court dispute, proceedings or investigations are pending against the Client or a member of the Client's Group by a Sanctions Authority in connection with the Sanctions;
- (k) the Beneficiary under Guarantee or the Beneficiary under Letter of Credit are or have become a Person Subject to Sanctions;
- (l) the Client, any member of the Client's Group or the person that provided the Security have become insolvent (in Czech v úpadku) or their insolvency is imminent or any of these persons enters into negotiations with its creditors in order to achieve rescheduling or restructuring of its indebtedness or, as the case may be, a certain category of indebtedness;
- (m) an insolvency petition has been filed, insolvency proceedings are pending or a moratorium has been declared against the Client, any member of the Client's Group or the person that provided the Security in relation to any indebtedness of any of these persons, or an analogical circumstance has occurred in any other jurisdiction;
- (n) proceedings before a Competent Authority are pending or imminent against the Client, any member of the Client's Group or the person that provided the Security in relation to their assets (e.g., proceedings on the execution of a

decision (in Czech řízení o výkonu rozhodnutí) or execution proceedings (in Czech exekuční řízení)), or a Competent Authority has issued a legally effective decision that the Client, any member of the Client's Group or the person that provided the Security had breached a legal obligation;

- (o) the Client, any member of the Client's Group or the person that provided the Security fails to act on a legally effective decision of a Competent Authority in a due and timely manner;
- (p) criminal proceedings are pending against the Client, any member of the Client's Group, the person providing the Security or any of the persons controlling the person providing the Security, any member of the Client's or these persons' statutory or supervisory bodies, or any such criminal proceedings are imminent, or the Competent Authority has found any of them guilty of having committed a crime;
- (q) any of the financial indicators stipulated in the Agreement has been breached or has not been observed;
- (r) the Client or the person that provided the Security has failed to settle its monetary debt owed to a creditor – a bank, another financial institution, the state, a health insurance company or another creditor under transactions which, according to accounting rules, are deemed as credits and/or loans, or such a creditor has become entitled to declare (or has declared) the Client's or such person's monetary debt as being immediately payable or payable upon request;
- (s) any circumstance has occurred which, in the Bank's opinion, could have a material adverse effect on the validity and enforceability of the Agreement or any other legal act related to the Agreement (in particular, related to the provision of the Security), on the business activities and the scope and condition of the assets or economic situation of the Client or the person that provided the Security;
- (t) a circumstance has been ascertained which has undermined the Bank's trust in the Client or any member of the Client's Group or in the continuous proper performance of the Client's obligations and debts it has towards the Bank under or in connection with the Agreement;
- (u) the place where the Client's Centre of Main Interests is located has changed without the Bank's prior written consent;  
or
- (v) another circumstance has occurred which constitutes an Event of Default under the Agreement, legal act related to the provision of the Security or any other document.

## 9.2 Bank's rights in the Event of Default

9.2.1 If an Event of Default occurs, the Bank may exercise any of the following rights:

- (a) with immediate effect suspend, refuse or terminate the provision of a Banking Product or suspend or refuse to effect any of the Client's instructions, or reduce or cancel the Limit;
- (b) declare the Client's not yet due debts owed to the Bank under or in connection with the Agreement as being immediately due or due upon request, whether in full or in part;
- (c) exercise its rights under the Security and block any disposals of the funds on the Client's accounts maintained with the Bank;
- (d) withdraw from the Agreement with effect on the date of delivery unless a later date is specified in the notice of withdrawal; upon withdrawal, all of the Client's monetary debts owed to the Bank under or in connection with the Agreement become due;
- (e) request that the Client deposits an amount equal to the sum of (i) the unutilised portion of each valid bank guarantee, (ii) unutilised portion of each valid bank guarantee letter of intent to provide a bank guarantee, and (iii) unutilised portion of each valid letter of credit to the account determined by the Bank; within five (5) business days of the receipt of such request, the Client shall deposit the requested amount and charge its receivable for the release of the funds from such account in favour of the Bank as the Security, unless the Client provides the Bank with documents evidencing, in a manner satisfactory to the Bank, that the Bank's obligations arising from these instruments have ceased to exist;
- (f) exercise any other rights under the Agreement, a legal act related to the provision of the Security or any other documents or under the legal regulations;

except for the Event of Default specified under (k) in clause 9.1 (Events of Default), in which case the Bank may only refuse to make a payment under the bank guarantee to the Beneficiary under Guarantee or refuse a payment under the letter of credit to the Beneficiary under Letter of Credit.

9.2.2 The Bank may, at its own discretion, apply one or several measures specified above, whether concurrently or individually.

## 9.3 Contractual penalty

If any of the Client's obligations under the Agreement or a legal act related to the provision of the Security has been breached, the Bank may request the Client to pay a contractual penalty for each such breach, the amount of which is determined in the Agreement. The withdrawal from the Agreement, existence of circumstances excluding the Client's liability or lack of fault on the part of the Client do not result in the extinction of the Bank's right to a contractual penalty. Upon payment of a contractual penalty, the Client is not released from its obligation to repay its debts owed to the Bank and the Bank's right to apply any of the measures specified in clause 9.2.1 does not cease to exist. The Bank may reduce the amount of the contractual penalty proportionately. At the same time, the Bank is entitled to full compensation of the damage incurred as a result of a breach of the obligation to which the contractual penalty relates. The Client shall pay the contractual penalty to the Bank at its written request in which the Bank



shall indicate the reason for the contractual penalty as well as its amount and deadline for payment, which shall not be shorter than five (5) business days.

#### 9.4 Default interest

If the Client defaults on the payment of any of its monetary debts arising under or in connection with the Agreement, the Client shall pay default interest on the defaulted amount, as stipulated in the Agreement (the "**Default Interest**"). The Bank may capitalise any unpaid accessories related to the Client's debt and record capitalised interest as part of the overdue principal. The Bank may charge the Default Interest on an ongoing basis, with the Default Interest falling due on the date on which it is charged. Even if the Bank does not charge the Default Interest, the Default Interest will fall due no later than on the latest date on which the Client is obliged to repay the Loan under the Agreement. This is without prejudice to the Bank's right to claim the payment of the Default Interest that has accrued from that date. Regardless of any Default Interest, the Bank may request the Client to compensate the Bank for any damage incurred as a result of any default and to pay any and all costs incurred by the Bank as a result of such default, e.g., costs associated with the recovery of the Client's debts owed to the Bank, including any costs of legal representation.

## 10. Rules for dealings between the client and the bank

### 10.1 Dealings between the Client and the Bank

- 10.1.1 Unless the Bank refuses it, the Client may be represented by a proxy with a power of attorney in its dealings with the Bank.
- 10.1.2 A written legal act of the Client must be made in the presence of a Bank's employee, unless the signature on such written legal act has been certified or the Bank has a specimen signature based on which the signature may be verified or unless such legal act has been made in some other manner satisfactory to the Bank.
- 10.1.3 The Bank may at its sole discretion request that (i) copies of any original documents which are presented by the Client to the Bank be officially certified, (ii) documents that are issued or certified in a foreign country and signatures that are certified in a foreign country be certified with an apostille within the meaning of the Hague Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, or be authenticated through superlegalization process, unless an international treaty stipulates otherwise, and (iii) documents in a language other than Czech be submitted along with their certified translation into Czech, in which case the Bank will only use the Czech official translation and will not be obliged to examine whether this translation corresponds to the original wording.
- 10.1.4 The signatures of the persons acting on behalf of the Bank in the Agreement and in other documents may be replaced by printed or mechanical means (e.g., a scanned signature or stamp) or by electronic signature under the applicable legal regulation.
- 10.1.5 All documents submitted to the Bank in accordance with the Terms and Conditions, the Agreement and any related legal acts (in particular, in relation to the provision of the Security), including any documents confirming the compliance with the conditions for drawdown must be in form and content satisfactory to the Bank.

### 10.2 Communication

- 10.2.1 The Client and the Bank communicate in Czech. Communication is made by post, courier service, personal delivery or electronic banking (e.g., Business 24), unless agreed otherwise between the Client and the Bank. If the Client provides the Bank with its data for other means of communication, the Bank is entitled to communicate with the Client through such means of communication.
- 10.2.2 Unless the Client notifies the Bank of a different mailing address, the Bank will send all notifications and documents in paper form to the Client's address specified in the Agreement. If necessary, the Bank may also use a different mailing address of the Client which is known to it for delivery purposes.
- 10.2.3 If a delivery of correspondence from the Bank is frustrated because the Client has refused to accept such correspondence or failed to pick it up or to inform the Bank of a change to its mailing address, the correspondence shall be deemed delivered on the day on which the correspondence is returned to the Bank, though no later than on the third business day following its dispatch if delivered in the Czech Republic or on the fifteenth business day following its dispatch if delivered abroad.
- 10.2.4 The Client is always obliged to read the content of each notice delivered by the Bank without undue delay (including any messages submitted through electronic and telephone banking) and to promptly notify the Bank of any discrepancies it identifies. The Client shall also notify the Bank without undue delay if any periodic communication is not delivered to it by the usual date.
- 10.2.5 The Bank is entitled to request that any notice or instruction which has not been made in writing be confirmed by the Client within the time limit specified by the Bank, by delivering a written confirmation to the relevant point of sale that is in charge of the transaction to which the notice relates, unless the Bank specifies otherwise. If the Client fails to make such confirmation, the Bank may refuse to take such communication into account or to carry out such instruction.

### 10.3 Record keeping and archiving of communication

The Client expressly agrees that the Bank may, under any circumstances and without prior notice, record any communication between the parties using available technology means and archive any such records as well as copies of any information and documents that the Bank receives from the Client or any third parties in relation to any banking transaction. The Bank shall not be obliged to release such records to the Client, unless stipulated otherwise by law.

## 11. Other conditions for the provision of services

### 11.1 Exclusion of Bank's liability

11.1.1 The Bank shall not be liable for damage:

- (a) which is or represents the Client's loss of profit, or damage not caused as an imminent consequence of a breach of an obligation by the Bank (consequential damage), unless the Client expressly notifies the Bank in advance of a risk of occurrence of such consequential damage.
- (b) caused by anything other than wilful conduct or gross negligence;
- (c) caused as a result of unexpected developments in financial markets, defect in remote communication means (e.g., internet or software failure) and malfunction of any other technical means, unless caused by a fault on the part of the Bank;
- (d) caused as a result of actions or omissions of a third party, breach of legal regulations or customary practice by a third party, including (but not limited to) parties whose services the Bank uses in relation to the provision of a Banking Product; or
- (e) in the cases laid down by the legal regulations in force or in the Agreement.

11.1.2 Furthermore, the Bank shall not be liable for damage incurred by the Client as a result of the Client's instruction given to the Bank or in relation to any action taken in reliance on any other information provided by the Client.

11.1.3 The Bank shall not be liable for damage incurred by the Client as a result of a failure to pay any debts under or in relation to the Agreement that could otherwise be paid from the funds deposited in the Current Account or any other account maintained by the Bank for the Client.

### 11.2 Compensation of damage by the Client

11.2.1 If an Event of Default occurs, the Bank shall be entitled to demand from the Client compensation for damage (including loss of profit and additional costs incurred directly or indirectly in relation to collection of debt, etc.) incurred by the Bank in relation to the Event of Default or to the exercise of any right under clause 9.2.1. A notice of a breach of obligation and possible consequences of such breach is without prejudice to the Client's obligation to pay damages to the Bank.

11.2.2 The Client undertakes to pay the Bank the amount corresponding to any damage, loss or debt incurred by the Bank as a result of (i) any action taken by the Bank on the basis of or in relation to the Agreement or any Banking Product, (ii) any procedure taken on the basis of (and in reliance on) any information, document, instruction and notification of the Client under the Agreement, (iii) the provision of a bank guarantee or bank guarantee letter of intent or opening of a letter of credit, which are governed by law other than the Czech law and Czech practice or where a court other than a Czech Court has jurisdiction over any disputes arising therefrom, (iv) any claim, investigation or court or administrative proceedings initiated or imminent in relation to the Agreement, (v) the use of services of a third person in relation to a Banking Product, or (vi) the purpose, use or intended use of Banking Products.

11.2.3 The Client also undertakes to compensate the Bank for any material loss incurred by the Bank or by the parties which are controlled by the Bank, which control the Bank or which are under the same control with the Bank (the "**Bank's Group**"), independent of their will in relation to the provision of Banking Products, in particular in relation to:

- (a) increased cost of capital, or decrease in revenues, as a result of any changes to the capital adequacy requirements laid down by the generally applicable legal regulations in relation to an increase in the risk weight of the provided Banking Product in the segment to which the Client is categorised; or
- (b) any increase in costs, decrease in revenues or similar loss as a result of any other changes to the regulations that are binding upon the Bank or any member of the Banks's Group (compared to the level as at the date of the Agreement), changes to the interpretation of such regulations, imposition of new taxes upon the Bank or any member of the Banks's Group or any material changes in the financial markets in which the Bank or any member of the Banks's Group (re)finances, compared to the level as at the date of the Agreement.

### 11.3 Specific rights of the Bank

11.3.1 The Bank may block any communication channel, suspend or reject any instruction or the provision of any Banking Product on the grounds of (i) security in remote communication, particularly in the event of suspected loss, theft, misuse or unauthorized use of security means or data and identification or access control elements, (ii) the necessity to verify the data and information contained in the instruction or other documents and materials provided to the Bank by the Client or by the person acting on behalf of the Client in relation to this, or (iii) if so required by the Current Account agreement.

- 11.3.2 Before taking or, if not possible, immediately after having taken the measure under clause 11.3.1, the Bank shall inform the Client of such measure and the reasons for it. This shall not apply if the provision of such information could frustrate the purpose of such measure or is contrary to the legal regulations in force. As soon as the reasons for restricting banking services no longer exist, the Bank shall remove the restrictive measure or provide the Client with different security instruments or data.
- 11.3.3 The Bank is entitled to make the provision of individual Banking Products conditional upon the Bank's receipt of the requested documents and information from the Client or the persons acting on behalf of the Client, particularly in relation to the fulfilment of the Bank's obligations arising from the generally applicable legislation.
- 11.3.4 In relation to reducing the risks arising from the Banking Products provided to the Client before or after signing the Agreement, the Bank is entitled to cooperate with renowned institutions; for this purpose, the Bank is also entitled to disclose to these institutions any necessary information about the Client which are subject to banking secrecy or any other statutory protection.

#### 11.4 Client's consents

- 11.4.1 The Client consents to the Bank and the members of the Bank's Group providing each other with information about the Client, the Agreement and the related legal acts, which are available to them, including any information which constitutes personal data or banking secret ("**Client Information**"). The members of the Bank's Group may process and use Client Information particularly for the purposes of Client's creditworthiness assessment, provision and improvement of customer services, delivery of business offers and notifications and for the purposes of marketing and business analyses.
- 11.4.2 The Client consents to the Bank providing Client Information to other financial institutions for the purposes of Client's creditworthiness assessment. The Client consents to the Bank providing Client Information to persons which provide services to the Bank or which are authorized by the Bank to carry out certain activities on behalf of the Bank that involve the processing of Client Information. The Client agrees that the members of the Bank's Group and the persons cooperating with them and their sales representatives may use and process Client Information in connection with offering products and services of the members of the Bank's Group and cooperating insurance companies and providers of financial and non-financial services. The Client agrees that the members of the Bank's Group and the persons cooperating with them and their sales representatives may send commercial communication and other marketing information to the Client.
- 11.4.3 The Client consents to the Bank providing Client Information and other information to persons to which the Bank offers or with which it negotiates about the assignment or transfer of the Bank's rights, receivables or obligations under this Agreement, or the assignment of the Agreement or any part thereof.

#### 11.5 Use of services provided by a third party

In relation to the provision of a Banking Product, the Bank is entitled to use services provided by third parties. If the Client selects a bank whose services are to be used in relation to a Banking Product and the use of services of such bank would not be practical or technically feasible or would be in conflict with the Bank's commercial policy, the Bank shall be entitled to select a different bank whose services will be used, even without a prior written consent from the Client.

## 12. Other provisions

#### 12.1 Exchange rate

- 12.1.1 If any amount in a certain currency is to be converted to a different currency under the Agreement, in the legal acts related to the provision of the Security or in any other related legal acts, this amount shall be converted using the exchange rates determined by the Bank and valid on the conversion date or, as the case may be, the exchange rate of the Czech National Bank valid on the conversion date (always at the Bank's option). If the conversion needs to be carried out for the purposes of collecting or setting off any amounts denominated in different currencies, the Bank will convert these amounts using the relevant exchange rate published in the Bank's exchange rate list (in Czech kurzovní listek) which is valid as at the moment of conversion. The Bank uses the "cash rate" (in Czech valuta) for cash transactions and the "non-cash rate" (in Czech deviza) rate for non-cash transactions.
- 12.1.2 If any of the aforesaid exchange rates (the "**Exchange Rate**") cannot be used for any reason on the conversion date, the most recent previous Exchange Rate shall apply, unless another exchange rate agreed with the Client applies as at the conversion date.
- 12.1.3 The Bank may unilaterally and without prior notice change the currency rates depending on the market developments, even several times in a single day. The Bank shall publish the exchange rate list on its website and at its points of sale.

#### 12.2 Set-off

The Bank is at any time entitled to set off its receivables from the Client, both due and not yet due, arising from the Agreement (irrespective of currency) against any receivables owed by the Bank to the Client, both due and not yet due, including the Client's receivables under a bank account agreement for an account maintained by the Bank. The Bank may perform the set-off against Client's receivables under a bank account agreement even without any notice of set-off. The Client may only set off its receivables from the Bank against the Bank's receivables from the Client subject to prior written agreement with the Bank.

### **12.3 VAT**

The Client acknowledges that all payments to be made by the Client under the Agreement, the Terms and Conditions and the Price List are quoted without the value added tax within the meaning of Act No. 235/2004 Coll., the Value Added Tax Act, as amended ("VAT"). Where the law stipulates the obligation to pay VAT for a specific performance, VAT will be charged in addition to the relevant amount agreed, even retroactively. This shall also apply to customs duties and any other taxes and fees imposed in the Czech Republic or in any other country. For the avoidance of doubt, the Bank and the Client agree that the provisions governing taxes and increase of payments by tax shall also apply to the situations where the Bank incurs additional costs as a result of its right to deduct or reduce VAT being excluded or as a result of becoming liable to pay an amount representing VAT.

### **12.4 Increase by tax**

All payments to be made by the Client to the Bank under or in relation to the Agreement, the Terms and Conditions and the Price List must be free and clear of any withholdings or deductions for or on account of tax or other obligations, unless the Client is required to make such deduction or withholding on the basis of the applicable legal regulations, including any international double tax treaties. If any such payment is subject to a deduction or withholding of tax under legal regulations, the sum payable by the Client shall be increased (and the Client shall be obliged to pay such increase together with the sum payable) to the extent necessary to ensure that, after the making of such deduction or withholding, the Bank receives a net sum equal to the sum agreed, i.e. to the sum the Bank would have received if no such deduction or withholding had been made.

### **12.5 Tax deductions**

The Bank, as the tax payer, withholds tax in accordance with the applicable legal regulations in force in the Czech Republic, unless an international double taxation treaty stipulates otherwise and the Client provides the Bank with a confirmation of its tax domicile (issued by a foreign tax authority) along with a declaration of beneficial ownership of income on a form issued by the Bank, which prove that the relevant international double taxation treaty applies to the Client. The Bank shall issue a confirmation of the tax withheld at the request and expense of the Client to which an international double taxation treaty applies and which has furnished a confirmation of its tax domicile along with a declaration of beneficial ownership.

### **12.6 Alternative dates**

If the last day of a time limit or a date set for a certain fact or for taking a certain action pursuant to or in relation to the Agreement falls on a day other than a business day, it shall be deemed to fall on the first business day following that day. Similarly, if the last day of a set period falls on a day other than a business day, that period shall be extended to end on the first business day following that day and the subsequent period shall end on the usual date as if the preceding period had not been extended.

### **12.7 Termination of the Agreement by the Client**

Except as provided for in clause 12.13 (Alteration of the Agreement) and, as the case may be, in the Agreement, the Client shall not be entitled to withdraw from or terminate the Agreement and the legal acts relating to the provision of the Security before the Client has fulfilled in full all of its obligations arising from or in connection with the Agreement and the legal acts relating to the provision of the Security.

### **12.8 Transfer of rights and obligations**

The Client may not assign or transfer any of its rights, receivables, obligations or debts arising from the Agreement or assign the Agreement or any part thereof without a prior written consent from the Bank. The Bank may assign or transfer any of its rights, receivables, obligations or debts arising from the Agreement or assign the Agreement or any part thereof without the Client's consent. At the Bank's request, the Client shall provide its written consent to such assignment and/or transfer and shall take any other steps or legal acts that may be necessary in relation to such assignment and/or transfer.

### **12.9 Alternative provisions**

If any provision of the Terms and Conditions or the Agreement turns out to be invalid or unenforceable and such provision can be separated from the remaining provisions, then only a provision in respect of which it can be assumed that the Bank and the Client would enter into a contractual relationship even without such provision shall be deemed invalid; such invalid or unenforceable provision shall be replaced with a different provision the effects of which come as close as possible to the business intent pursued by the original provision.

### **12.10 Introduction of euro**

In the event that the euro is introduced in the Czech Republic and replaces the Czech crown and the related changes of Reference Rates are implemented, then:

- (a) a Banking Product denominated in Czech crowns will, from that point on, be maintained and shall bear interest and be repaid in euro, and any utilised and at that time still unpaid portion of the Banking Product shall be converted using the binding coefficients or in accordance with any other binding method stipulated for such cases;
- (b) the Limit in Czech crowns will, from that point on, be denominated in euro, and these amounts shall be converted using the binding coefficients or in accordance with any other binding method stipulated for such cases; and
- (c) the interest rate will be determined on the basis of the relevant interest rate that will be introduced with the margin set by the Bank (i) depending on the conditions agreed for the provided Banking Product, (ii) in accordance with the Bank's

internal rules and procedures for interest rates, and (iii) depending on the situation in the financial markets where the Bank refinances.

### **12.11 Relation to certain provisions of the Civil Code**

- 12.11.1 Business practices have no precedence over the arrangements between the parties or over the provisions of legal regulations, even if such provisions do not have a mandatory effect. In addition to the provisions that will not be applied due to a different agreement between the Bank and the Client, the following provisions shall not apply: Section 557, Section 1727 (second and third sentence), Section 1740(3), Section 1747, Section 1748, Section 1751(2) and (3), Section 1793, Section 1796, Sections 1799 and 1800, Section 1805(2), Section 1888(2), Section 1899, Section 1913, Section 1926(3), Section 1930(2) first and second sentence, Section 1931 (second sentence), Section 1932, Section 1933, Section 1936, Section 1950, Section 1951, Section 1952, Section 1970 (first sentence), Section 1971, Section 1978(2), Section 1980, Section 1987(2), Section 1995(2), Section 2007, Section 2398(1), Section 2399(2) and Sections 2431 to 2444, Section 2893, Section 2901 and Section 2913(2) of the Civil Code.
- 12.11.2 The Client expressly assumes the risk of a change to the circumstances within the meaning of Section 1765(2) of the Civil Code.
- 12.11.3 In deviation from Section 2951(1) of the Civil Code, the Bank and the Client have agreed that any damage caused by a breach of obligations under or in connection with the Agreement shall be compensated in money, not by reinstatement in the original condition.
- 12.11.4 The Bank and the Client expressly exclude the possibility of seeking the cancellation of the obligation under the Agreement by proceeding pursuant to Section 2000 of the Civil Code.
- 12.11.5 The relevant rules of the International Chamber of Commerce in Paris specified in the Drawdown Request for a letter of credit prevail over the provisions of the legal regulations which do not have a mandatory effect.

### **12.12 Statute of limitations**

Any receivables of the Bank due from the Client and any other rights of the Bank in relation to the Client under or in relation to the Agreement (including any receivables and rights under the legal acts related to the provision of the Security) will become time barred upon expiry of a ten-year limitation period.

### **12.13 Alteration of the Agreement**

- 12.13.1 In the event of any changes to laws, other regulations or financial market conditions or any changes to technologies or organizational processes, the Bank shall be entitled, taking into account its trade policy, to change these Terms and Conditions, particularly as regards the manner of entering into, amending and terminating agreements, the communication rules, the requirements for proving the authorization to act, duties to inform, the modification of the conditions for the use of Banking Products, interest accrual and the repayment of Client's debts to the Bank. The Bank will notify the Client of any changes to the Terms and Conditions during a meeting or by post or through electronic banking, electronic data storage or a special website which the Bank will notify to the Client sufficiently in advance in the event of any changes to the Terms and Conditions. The Bank shall notify the Client of the changes to the Terms and Conditions no later than one (1) month before these changes take effect. Unless the Client refuses the proposed changes to the Terms and Conditions in writing before the day on which the changes take effect, the new wording of the Terms and Conditions becomes binding upon both parties. If the Client refuses the proposed changes to the Terms and Conditions in writing, the rights and obligations under the Agreement will continue to be governed by the existing wording of the Terms and Conditions; however, in such a case, the Bank shall be entitled to take the measures specified in clause 9.2.1.
- 12.13.2 In the event of disagreement with the proposed changes to the Terms and Conditions, the Client shall not be entitled to terminate the Agreement, save for the overdraft Loan which the Client may terminate before the day on which the changes to the Terms and Conditions take effect subject to one month notice period, provided that the proposed changes to the Terms and Conditions concern the overdraft Loan. The rights and obligations arising from the terminated overdraft Loan shall be governed by the existing wording of the Terms and Conditions until the expiry of the notice period.
- 12.13.3 The procedure pursuant to this clause 12.13 (Alteration of the Agreement) shall also apply to the changes in the Price List; however, if the Client refuses the proposed change to the Price List in writing, the right of the Bank to take the measures specified in clause 9.2.1 shall not apply. If a new Base Rate is notified, the new Base Rate shall always apply. The Client is entitled to terminate the overdraft Loan due to changes to the Price List only where these changes to the Price List concern the overdraft Loan.
- 12.13.4 The Bank is entitled to change the Terms and Conditions and the Price List with immediate effect if such changes are entirely for the benefit of the Client or are required as a result of the launch of a new banking product and do not have any impact on the existing Fees. Any such change will be notified to the Client.

### **12.14 Governing law, jurisdiction**

The legal relationships between the Bank and the Client are governed by Czech law. The courts of the Czech Republic have exclusive jurisdiction to settle any disputes arising from or connected with the Agreement. Any disputes with a Client who is a foreign entity/citizen shall be settled by the court having general jurisdiction in relation to the Bank.



## 12.15 Effect

These Terms and Conditions are effective from 1<sup>st</sup> December 2018 and shall only apply to the Agreement(s) executed on and after 1<sup>st</sup> December 2018, which refer to the application of these Terms and Conditions, unless the Bank and the Client agree that these Terms and Conditions shall also apply to an Agreement entered into before this date.

## Information about the bank

### **Česká spořitelna, a.s.**

Registered office: Olbrachtova 1929/62, 140 00 Prague 4.

The Bank is registered in the Commercial Register maintained by the Municipal Court in Prague, under Section B, File No. 1171.

Identification number: 45244782

Tax registration number: CZ 699001261

### **Contact details:**

Bank's information line: 800 207 207, for calls made from abroad: +420 956 777 956

E-mail: csas@csas.cz

Website: www.csas.cz, www.erstecorporatebanking.cz

### **Ombudsman of Česká spořitelna's financial group:**

Olbrachtova 1929/62, 140 00 Prague 4

E-mail: ombudsman@csas.cz, telephone: 956 717 718

**Bank code for payments:** 0800

**BIC/SWIFT code:** GIBACZPX

**Telex:** 121010 spdb c, 121624 spdb c, 121605 spdb c Reuters: SPOpSp.PR

### **Supervisory authority:**

Česká národní banka (Czech National Bank), Na Příkopě 28, 115 03 Prague 1

### **Rules for Processing Personal Data at Česká spořitelna**

The Rules for Processing Personal Data at Česká spořitelna, a.s. are available at <https://www.csas.cz/cs/ochrana-zpracovavani-osobnich-udaju> (in Czech) and at <https://www.csas.cz/en/personal-data-processing-principles> (in English).

### **Main scope of business:**

Provision of banking services under a banking license granted in accordance with Act No. 21/1992 Coll., on Banks, which also includes the authorization to provide investment services under Act No. 256/2004 Coll., on Capital Markets.