

Business Terms and Conditions of the Erste Premier Service

1. Introductory Provisions

These Business Terms and Conditions of Erste Premier Service (hereinafter referred to as the “Terms and Conditions”) regulate the Erste Premier Service for clients of Erste Premier.

Unless regulated otherwise by the master agreement on financial services (hereinafter referred to as the “Master Agreement”) and these Terms and Conditions, the terms and conditions specified in the relevant agreements negotiated for these individual banking services and in the General Business Terms and Conditions of Česká spořitelna, a.s. – private clients (hereinafter referred to as the “GBTs”) shall apply to the individual banking services provided as part of the Erste Premier Service.

Česká spořitelna, a.s., (hereinafter referred to as the “Bank”) provides the Erste Premier Service only at selected points of sale of the Bank (for the up-to-date list of the points of sale, please refer to www.erstepremier.cz).

The Bank decides about provision of the Erste Premier Service and it provides it solely to clients – consumers. Meeting the criteria automatically does not establish the client’s entitlement to the provision of the Erste Premier Service. The client who has the Erste Premier Service already contracted, can carry out selected transactions for banking services provided as part of the Erste Premier Service, such as entering a payment order, making cash withdrawals and further standard operations which the Bank provides, at the Bank’s standard points of sale.

The information concerning the Erste Premier Service are available at www.erstepremier.cz.

2. Criteria for the Provision of the Erste Premier Service

The Bank may provide the Erste Premier Service to the Client if the Client fulfils at least one of the stated criteria, the specific levels of which are stated in the Erste Premier Price List for clients (hereinafter referred to as the “Price List”) that forms part of these Terms and Conditions. The following criteria have to be met solely by the owner of the Premier account:

- a. **combined criterion** (at the end of each calendar month, following the completion of the calculation rules specified below, it shows a monthly income in the account/accounts, i.e., salary/pay or income [e.g. remuneration, profit sharing] from self-employed activities/freelance jobs while meeting the balance criterion), or
- b. **deposit criterion** (at the end of each calendar month, it shall show the deposit, including the investments, made after performing the calculation stated below) or
- c. **balance criterion** (at the end of each calendar month, it shall show the deposit, investments and loan products after performing the calculation stated further).

The Client must fulfil the criteria every month throughout the period of the provision of the Erste Premier Service.

After the setting up of the Erste Premier Service, the Client shall be obliged to fulfil the stated criteria for its provision for the first time no later than as of the last day of the third calendar month following the date of the conclusion of the Master Agreement.

In the event that the Erste Premier Service criteria are not fulfilled, the Bank may terminate the provision of the Erste Premier Service and provide the individual banking services and products under the terms and conditions stated in point 6 of the Terms and Conditions, unless agreed otherwise between the Bank and the Client.

Rules for the calculation of the monthly income in the account/accounts and the balance criterion for the combined criterion

Calculation of the monthly income:

- the calculation of the monthly turnover works with the credit turnover shown at the end of the calendar months concerned in all Premier accounts and all Premier accounts in a foreign currency of which the Client is the owner;
- the credit turnover does not include the credit interest credited to the account/accounts concerned;

- the credit turnover shall also not include credit turnover credited to the account/accounts concerned from other accounts maintained by the Bank, of which the Client is the owner or the authorised person, with the exception of corporate/business accounts maintained by the Bank, of which the Client is the owner or the authorised person and where the income in such accounts is included in the credit turnover;
- the monthly income shall be calculated as a 3-month average of the monthly sum totals of credit transactions according to the aforementioned rules.

Calculation of the balance criterion:

When calculating the balance criteria, the following shall be taken into account:

- the credit balances shown at the end of the calendar months concerned in products maintained for the Client even in products maintained in all the Bank's subsidiaries, including Kooperativa pojišťovna, a.s., Vienna Insurance Group, and the funds of Česká spořitelna, a.s., and other foreign mutual funds, and the volume of funds for which government savings bonds were purchased, which are included in this balance;
- the current value of balances (i.e., the drawn and unpaid part of the loan or the drawn and unpaid part of the credit limit in the case of revolving loans) shown at the end calendar months concerned in the Bank's consumer credit products maintained for the Client (in the case of a single debtor on the loan) or for the Client who is registered as the main debtor in the Bank's systems (in the case of multiple co-debtors on the loan), the Bank will provide information about the main debtor to the Client upon request, and if requested and with the consent of all remaining co-debtors, allow a change of the main debtor in the Bank's records;
- the current balance value of loans (i.e., the drawn and unpaid part of the loan) shown at the end of calendar months relating to consumer credit products maintained for the Client (in the case of a single debtor on the loan) or for the Client who is registered as the main debtor in the relevant internal systems (in the case of multiple co-debtors on the loan) for loans provided by subsidiary companies of the Bank, namely Stavební spořitelna České spořitelny, a.s. and Leasing České spořitelny, a.s.;
- credit balances shown in the TraderGO cash accounts at the end of the calendar months concerned and the values of investment instruments such as shares and ETF recorded in the TraderGO service;
- only the balances are taken into account in products provided to natural persons consumers.

The resulting level of the balance reached shall be calculated for the calendar month concerned always as an average balance of the Client for the last 3 previous calendar months.

Rules for the calculation of the deposit criterion:

When calculating the deposit criteria, the following shall be taken into account:

- the credit balances shown at the end of the calendar months concerned in banking products maintained for the Client even in products maintained in all the Bank's subsidiaries, including Kooperativa pojišťovna, a.s., Vienna Insurance Group, and the funds of Česká spořitelna, a.s., and other foreign mutual funds, and the volume of funds for which government savings bonds were purchased which are included in this balance,
- credit balances shown in the TraderGo cash accounts at the end of the calendar months concerned;
- only credit balances are taken into account in products provided to natural persons consumers,

The resulting level of the deposit balance reached for the calendar month concerns shall always be calculated as the average balance of the Client for the last 3 previous calendar months.

Rules for the calculation of the balance criterion:

When calculating the balance criteria, the following shall be taken into account:

- the credit balances shown at the end of the calendar months concerned in products maintained for the Client even in products maintained in all the Bank's subsidiaries, including Kooperativa pojišťovna, a.s., Vienna Insurance Group, and the funds of Česká spořitelna, a.s., and other foreign mutual funds, and the volume of funds for which government savings bonds were purchased, which are included in this balance;
- the absolute value of balances shown at the end of the calendar months concerned in loan products maintained for the Client at the Bank and in products maintained in the Bank's subsidiaries Stavební spořitelna České spořitelny, a.s., a Leasing České spořitelny, a.s.;
- credit balances shown in the TraderGo cash accounts at the end of the calendar months concerned and the values of investment instruments such as shares and ETF recorded in the TraderGO service;
- only the balances are taken into account in products provided to natural persons consumers;

The resulting level of the balance reached shall be calculated for the calendar month concerned always as an average balance of the Client for the last 3 previous calendar months.

The monthly income/credit balance in products denominated in a foreign currency will be taken into consideration when calculating the observance of the above criteria following a conversion to CZK at the cashless-middle rate based on the CNB's price list as of the last day of the month.

Rules for calculating the balance and deposit criterion

The rules for calculating the individual criteria include the products provided solely through the Česká spořitelna, a.s. sales network. These products and funds are as follows:

- Products by Kooperativa pojišťovna, a.s., Vienna Insurance Group;
- Products by all subsidiaries including Stavební spořitelna České spořitelny, a.s., Česká spořitelna – penzijní společnost, a.s., and Leasing České spořitelny, a.s.;
- Funds by Česká spořitelna, a.s., other international mutual funds and savings government bonds;
- Credit balances in TradeGO cash accounts, and instruments such as shares and ETF recorded in the TraderGO service.

3. Prices

The Client shall pay the prices for the Erste Premier Service according to the Price List.

If the Client does not fulfil the criteria stated in point 2 of these Terms and Conditions, the Bank shall be authorised to charge the Client a price for each month of non-fulfilment of these criteria according to the Price List.

Charging the prices of the Erste Premier Service

Charging is performed by debiting the Premier account maintained for the Client. If the Client has more than one Premier account, charging is performed by debiting the Premier account with the oldest opening date.

4. Setting Up the Service

By entering into and concluding the agreement, the so far agreed terms and conditions of maintaining the account by the Bank shall change to the terms and conditions of maintaining the Premier account .

All operations (instructions according to the overview of the account owner's authorizations, submitted orders, etc.), the account number and currency and other services related to the account shall remain unchanged, unless agreed otherwise between the Bank and Client.

In the event that the Client shall have a standard debit card issued at the time of the amendment of the Agreement, a new card shall be issued by the Bank to the Client within the earliest period as follows:

- A card typical for the given account type shall be issued in place of the standard debit card.
- Within an automatic exchange the transaction limits from the original card shall always be maintained.

5. Further Rules of the Provision of Banking Services Not Regulated in the Master Agreement or the GBTCs

5.1 Premier Personal Account

The Client is authorised to handle the Premier Account and the funds in the account in the manner agreed with the Bank.

The Bank may request the Client to confirm the accuracy and completeness of a payment order they have submitted to a banker outside of the Bank's branch through online banking. Without this confirmation by

the client, the Bank may reject the payment order, and will not be liable for any damage the Client may incur from the non-execution of the payment order. This also applies to accounts maintained according to section 5.2.

5.2 Savings account for Erste Premier, if the client does not have a separate agreement with the bank for the savings account.

The savings account is designed for depositing (savings) of freely disposable funds. The Client shall be authorised, without the Bank's prior consent, to withdraw saved funds, including interest credited to the account randomly at any time. The Bank shall accrue the interest on the account balance with an interest rate stated in the notification of Česká spořitelna, a.s., on the interest rates of Erste Premier products, which is part of the Price List. The Bank shall credit the interest to the savings account always at the last day of each calendar month.

Single payment orders can be made from the savings account (with the exception of an order made via the collection box). In future the Bank shall be authorised to unilaterally extend the scope of payment transactions which can be made from the account. If a payment order is entered in a different currency than that in which the savings account is maintained, the Bank's exchange rate valid on the day of the order shall be used for the currency conversion.

The Client can make payments from the savings account/to the savings account only within the domestic payment system. The Bank shall not post a payment sent from abroad to the account and shall send it back.

Only one savings account can be maintained in the Client's name.

5.3 Card with multi-currency function (hereinafter referred to as "Multi-currency")

This is used to settle card transactions made in various currencies. The Premier account is the main account for settling card transactions (non-cash payments, cash withdrawals), to which the Client may link further accounts in various currencies, however only one account for each currency.

Card transactions made with debit cards issued for the main account shall be cleared by debiting this account in the currency of which the card transaction was made. If the Client does not have such an account connected to the main account, the Bank shall debit such card transaction to the main account. If the Client does not have sufficient funds on the account maintained in the currency of the card transaction at the time of the card transaction clearance, the Bank shall transfer to this account the funds sufficient to clear the card transaction from further linked accounts in the sequence stated by the Client, while taking into account their available balance.

The Bank shall convert the amount in foreign currency to Czech crowns using the buy exchange rate and convert from the Czech crowns to foreign currency using the sell exchange rate valid on the day when it processes

the transaction. After terminating the multi-currency, the Bank shall clear all card transactions by debiting the main account also for the transactions made before the effective date of multi-currency termination, however not transferred to the Bank for clearing within the payment system until after the termination of the multi-currency.

Termination of the main account, or the death of the client, will result in the automatic termination of the multicurrency account as well.

6. Termination of the Provision of the Erste Premier Service

The Erste Premier Service terminates for the following reasons:

- a. for non-fulfilment of the criteria specified in point 2 of the Terms and Conditions by the Client as of the day on which the Bank notifies the Client;
- b. due to the expiry of the sole, i.e. last Premier account maintained for the Client at the day of the expiry of this account;

- c. based on the request submitted by the Client no later than within the time limit of three business days as of the acceptance of the request by the Bank;
- d. by notice of termination without giving grounds from the Bank in accordance with the GBTCs;
- e. by arrangement between the Bank and the Client.

Termination of the Erste Premier Service shall mean **the expiry of the Bank's obligation to provide Erste Premier Service, including banking products associated with the Erste Premier Service. If the Client does not terminate these products and banking services with the Bank, they shall be maintained by the Bank under the following terms and conditions:**

- 6.1 The account and services provided within its scope shall continue to be provided under the terms and conditions specified by the Bank for a specific type of account. All operations (instructions according to the signature pattern of the authorization overview for the account, submitted orders, etc.), the account number and currency shall continue to remain.
- 6.2 A payment card shall be produced and issued for a specific type of account with standard limits for a given type of card and character of account, unless agreed otherwise.
- 6.3 The level of the interest rate to a loan provided to the Premier account (**overdraft**) changes and the interest rate applied to this loan shall be that declared by the Bank in the Price List for a similar product (overdraft).
- 6.4 The terms and conditions shall expire for maintaining the **Premier Current Account in foreign currency** and the account shall continue to be maintained under the terms and conditions specified by the Bank for a standard current account in foreign currency. All operations (instructions according to the signature pattern of the authorization overview for the account, submitted orders, etc.), number and currency of the account shall continue to remain.
- 6.5 The terms and conditions shall expire for maintaining the Premier Savings account and the account shall continue to be maintained under the terms and conditions specified by the Bank for Premier Savings according to the price list. All operations (submitted orders, etc.) number and currency of the account shall continue to remain.
- 6.6 **The Agreement on the Premier Deposit Account with revolving shall be terminated** on the nearest maturity date after the expiry of the Erste Premier Service, i.e. the effect of the agreement shall not be extended (not renewed) to the next deposit maturity date. All operations (instructions according to the signature pattern of the authorization overview for the account, submitted orders, etc.), number and currency of the account shall continue to remain until the termination of the effect of the agreement.
- 6.7 **The card account with a VISA Infinite credit card of the account owner and further cards to the same account** – the effect of the agreement shall cease under which the Bank has maintained a card account with the VISA Infinite credit card for the Client, and the Client shall be obliged to pay off all his/her obligations arising from this agreement.
- 6.8 The negotiated terms and conditions of the **Premier Loan** shall not be amended by the end of the maturity date.
- 6.9. The current interest rate for the **Premier Mortgage** shall remain until the end of the fixed interest rate.

Unless negotiated otherwise with the Client, the management of banking products hitherto maintained at points of sale operating the Erste Premier service shall be transferred to another nearest point of sale and the Bank shall inform the Client.

7. Effect

These Business Terms and Conditions replace the Business Terms and Conditions of the Premier Service dated 23 July 2022. These Business Terms and Conditions are effective from 15 July 2022.