

# **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 and clients of Erste Private Banking. Articles 2., 3. and 6.a. shall not apply to clients of Erste Private Banking.

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 “GBTCS”) 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](http://www.erstepremier.cz) and [www.ersteprivatebanking.cz](http://www.ersteprivatebanking.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](http://www.erstepremier.cz).

## 2. Criteria for the Provision of the Erste Premier Service

The Bank may provide the Client the Erste Premier Service if the Client fulfils at least one of the stated criteria whose specific level is stated in the Premier Price List (hereinafter referred to as the “Price List”). The below set criteria have to be met solely by the owner of the Premier account, not by a different third person:

- a. **income criterion** (at the end of each calendar month, it shall show the so-called monthly income in the account/accounts after performing the calculation rules stated below) 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 so-called monthly income in the account/accounts for the income criterion:**

- When calculating the so-called monthly income, the following shall be taken into account:
  - the credit turnover shown at the end of the calendar months concerned in all Premier accounts and all Premier current accounts in foreign currency of which the Client is the owner.
- The credit turnover shall not include the interest credited in favour of the account/accounts concerned.
- The credit turnover shall also not include credit turnover credited in favour of the account/accounts concerned from different accounts maintained by the Bank of which the Client is the owner or the authorized person, with the exception of corporate/business accounts maintained by the Bank of which the Client is the owner or the authorized person and where the income from these accounts is included in the credit turnover.

- The monthly income shall be calculated as a 3-month average of monthly sum totals of credit transactions according to the aforementioned rules.

**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 Pojišťovna České spořitelny, 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.
- Only credit balances are taken into account in products provided to natural persons – citizens.
- 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.
- The monthly income/credit balance in products maintained in foreign currency shall be taken into account in the calculation of the fulfilment of the aforementioned criteria after conversion to CZK by the MID foreign exchange rate according to the CNB valid exchange rate list on the last day of the month.

**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 Pojišťovna České spořitelny, 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., Erste Leasing, a.s., and with Autoleasing, a.s.
- Only the balances are taken into account in products provided to natural persons – citizens.
- 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.

### 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:

- MC World Elite or VISA Infinite card 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 shall be authorised to handle funds in the account:

- by written orders after having set up a specimen signature and create his/her own specimen signature according to the terms and conditions valid for the account at a selected Bank's point of sale;
- by the agreed and activated electronic banking service as the user according to the terms and conditions for the use of the electronic banking service.

### 5.2 Premier Savings

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. The Bank shall credit the interest to the savings account always at the last day of each calendar month provided that the Client does not withdraw the saved deposits, a part thereof or credited interest during the relevant calendar month.

If a withdrawal is made from the savings account, the savings account balance shall not bear interest in the calendar month concerned.

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 Premier Deposit Account (hereinafter referred to as the "DA")

#### DA in foreign currency

- a) The Bank shall apply interest on a basic deposit from the date when it reaches the agreed amount using the annual interest rate which is stated in the notification of interest rates and valid at the deposit term start date. The interest rate shall not change throughout the deposit term on the deposit account.
- b) The Bank shall apply interest using the interest rate that is stated in the notification of interest rates and is valid on the date of its acceptance. The interest rate amount depends on the sum total of the basic deposit and additional deposit, and on the term remaining until the deposit maturity date. If the term remaining until the deposit maturity date is not stated in the notification, the Bank shall apply the closest interest-bearing period.

If the Erste Premier Client makes several more deposits in one day, the Bank shall calculate interest from the sum total of these additional deposits. Additional deposits made in the last 6 days before the end of the deposit term shall not bear any interest.

#### DA in CZK

- a) The Bank shall apply interest on a basic deposit from the date when it reaches the agreed AMOUNT using the annual interest rate which is stated in the notification of interest rates at the start date of the deposit term. The interest rate shall not change throughout the deposit term on the deposit account.

- b) The Bank shall apply interest using the interest rate that is stated in the notification of interest rates and is valid on the date of its acceptance. The interest rate AMOUNT shall depend on the sum total of the basic deposit and additional deposit, and for the term remaining until the deposit maturity date. If the term remaining until the deposit maturity date is not stated in the notification, the Bank shall apply the closest interest-bearing period.

#### **Individual DA in foreign currency and in CZK**

- a) The Bank shall apply interest on basic deposit from the date when it reaches the agreed level using the annual interest rate. The interest rate shall not change throughout the deposit term on the deposit account.
- b) The Bank shall apply interest on additional deposit on the date it is posted using the same interest rate as for the basic deposit.

**DA with a maturity date of more than 1 year** – interest shall always be due at 31 December of the relevant calendar year and on the deposit maturity date.

**DA with a maturity date within 1 year inclusive** – on the deposit maturity date.

Before the expiry of the deposit term, the Erste Premier Client may withdraw the deposit or a part thereof. However early withdrawal shall affect the deposit interest-bearing and the Bank shall not pay interest on the account's balance from 1 January of the year concerned to the day of the first early withdrawal in the calendar year concerned. But if the day of the start of the deposit term comes about only during the calendar year in which the early withdrawal is made, the Bank shall not pay interest on the account's balance from the day of the start of the deposit term to the day of the first early withdrawal in the calendar year concerned.

#### **DA in foreign currency and individual DA in foreign currency**

The Bank shall clear the amount of the early withdrawal against the amount of any additional deposit (if this shall not suffice, the Bank shall clear the remaining amount against the amount of the basic deposit).

#### **Renewal and termination of DA with revolving**

If the Erste Premier Client or Bank do not confirm in writing, or other agreed way, on the deposit maturity date that they insist on termination of the deposit account, the deposit account shall be renewed according to the rules stated in the Terms and Conditions. If the Client or Bank confirms the termination of the agreement, the deposit account balance shall be transferred on the maturity date in favour of the account selected by the Client or paid out in cash. The money shall no longer bear interest as of the deposit maturity date and the agreement shall expire on the date of the payout of the deposit account balance.

Deposit term after revolving shall be the same as the term of the deposit before revolving. The new deposit term shall commence on the revolving day i.e. the day on which the deposit maturity date would otherwise arise for the elapsed deposit term.

#### **Maturity date of a deposit after revolving:**

- DA with a deposit term of 1 week or 2 weeks and individual DA with a deposit term of weeks (the number of weeks not being decisive) – the deposit maturity date after revolving shall always be the same day in the week as was the date of the start of the term of the deposit.
- DA with the term of the deposit different than 1 or 2 weeks and individual DA with the term of the deposit for months or years (the number not being decisive) – the deposit maturity date after revolving shall always be the day which in the calendar month is numerically the same day as the deposit starting date. If this day does not exist in the last calendar month of the term of the deposit, the maturity date shall be the last day in this month.
- An individual DA with a deposit term specified in days – the deposit maturity date after the revolving shall be the day which, after the termination of the term of the deposit, shall be calculated by adding the number of days of the negotiated deposit term to the date of the final deposit maturity date.

#### **Basic deposit after revolving**

- **DA in foreign currency** – the level of the basic deposit after the revolving shall correspond to the level of the balance in the deposit account on the revolving day (including all withdrawals and deposits which the Erste Premier Client shall make on this date). If the Erste Premier Client makes a withdrawal from the deposit account outside the revolving day within the withdrawal time limit according to point 4 of this part of the Agreement, the level of the basic deposit after revolving shall correspond to the level of the balance in the deposit account after the posting of the withdrawal.

- **DA in CZK and individual DA in CZK** – the Erste Premier Client can make additional deposit within the withdrawal time limit according to point 4 of this part of the Agreement. The basic deposit shall then be the balance in the account after the posting of the additional deposit.
- **individual DA in foreign currency** – the Erste Premier Client can make additional deposit within the withdrawal time limit according to point 4 of this part of the Agreement. The basic deposit shall then be the balance in the account after the posting of the additional deposit.

The Erste Premier may withdraw the deposit or a part thereof only on the revolving day of the deposit account and on the following day. If any of these days falls on a public holiday or non-working day, the Erste Premier Client may withdraw the deposit on the nearest following working day.

The Bank shall pay interest on the DA basic deposit after revolving by an annual interest rate which the Erste Premier Client shall find in the notification that shall be valid on the revolving day. If the Erste Premier Client shall make a withdrawal within the time limit specified for withdrawal (outside the revolving day), the Bank shall set a new annual interest rate corresponding to the new level of the basic deposit after posting the withdrawal which the Erste Premier Client shall find in the notification concerning interest rates and is valid on the revolving day.

After revolving the Bank shall apply interest on the basic and additional deposit with the annual interest rate on which it shall agree with the Client.

#### **5.4 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.

The multi-currency shall expire with the expiry of the main account. Multi-currency shall expire even in cases that the Bank shall be forced to limit the instruction for any of the Client’s accounts for statutory reasons (such as seizure of an account, start of insolvency proceedings, securing funds in an account during criminal proceedings, etc.) and in the event of the Client’s death.

## **6. Termination of the Provision of the Erste Premier Service**

The effect of the Master Agreement shall cease 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 cancellation without providing a reason from the Bank in accordance with the GBTCs.



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 specimen signature to 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). 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 specimen signature to the account, submitted orders, etc.), number and currency of the account shall continue to remain.
- 6.4 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 **Česká spořitelna Savings**. The authorisation granted by the Client in the overview of the account owner's authorizations to the savings account to a different person shall expire. All operations (submitted orders, etc.) number and currency of the account shall continue to remain.
- 6.5 **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 specimen signature to the account, submitted orders, etc.), number and currency of the account shall continue to remain until the termination of the effect of the agreement.
- 6.6 **The Agreement on the Premier Deposit Account without revolving** shall expire after the termination of the negotiated deposit term. All operations (instructions according to the specimen signature to 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 **Asset Account** shall not be amended.
- 6.9 The negotiated terms and conditions of the **Premier Loan** shall not be amended by the end of the maturity date.
- 6.10 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 Terms and Conditions from 1 January 2019 shall replace the Business Terms and Conditions of Erste Premier from 1 February 2018.

Česká spořitelna, a.s.