

# General Business Conditions

**Raiffeisenbank a.s.**, registered office: Hvězdova 1716/2b, 140 78 Prague 4, corporate ID: 49240901, registered in the Commercial Register kept by the Municipal Court in Prague, file No. B 2051

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## I. Introductory Provisions

### 1. Basic Provisions

#### 1.1. Integral Part of Contract

The GBC lay down the rights and duties of the Bank and the Client arising from the legal relations between them in connection with the provision of the Banking Services. The GBC constitute an integral part of the Agreement between the Bank and the Client and determine part of its content, unless the Agreement stipulates otherwise. The capitalised terms explained in the GBC have the same meaning in other documents as well, in particular in the Agreements and the Product Conditions, unless agreed otherwise. This applies, mutatis mutandis, to the capitalised terms used in the GBC and defined in the Agreement or the Product Conditions. Explanations of terms starting with capital letters are contained at the end of the GBC, in part IV. Explanations of Terms.

#### 1.2. Precedence Rules

The Bank issues separate Product Conditions, including Technical Conditions, for select Banking Services. In case of a conflict between the GBC and the Product Conditions, the text of the Product Conditions shall take precedence. In case of a conflict between the Agreement and the GBC and/or the Product Conditions, the text of the Agreement shall take precedence. If the Agreement, GBC and Product Conditions set out a certain matter in a manner that does not exclude the application of individual rules in the Agreement, GBC and Product Conditions, all such rules shall be applied jointly.

#### 1.3. Binding Nature of Regulations

If the GBC, the Product Conditions or the Agreement or another document containing a binding agreement of the Bank and the Client includes an arrangement with the Client that is governed by legal regulations and such legal regulations change and the change is not incorporated in the listed documents and the arrangement in the said documents is no longer in compliance with the legal regulations, both the Bank and the Client shall follow the updated legal regulation.

#### 1.4. Provision of Explanation by Bank

If in doubt as to the correct comprehension of the text of the Agreement, GBC, the Product Conditions or any other documents relating to the Banking Services, the Client is authorised to contact the Bank in the ways specified in the GBC with a request for an explanation of the relevant document. The Bank shall satisfy such a request without undue delay.

#### 1.5. Bank's Authorisation to Propose Amendment to Contractual Conditions

The Bank is authorised to, at any time, propose to the Client a change in the contractual conditions in the manner agreed in Article 1.5-1.7 of the GBC. The Bank is authorised to propose a change to the contractual conditions in particular for the following reasons: (i) development of banking services, (ii) amendments to legislation, (iii) developments on markets in investment and banking services, including developments in market practice, or developments on markets that influence the provision of Banking services, (iv) performance of the duty for the Bank to conduct its business in a prudent manner, (v) changes in technology and organisation processes in the Bank. The

areas of change can affect, in particular: (i) the method of commencing, changing and terminating contractual relations, (ii) rules for communication and the method of negotiation, (iii) the extent of the reporting duties, (iv) the conditions for the availability and content of Banking Services, the deadlines for their provision, (v) the structures and amounts of fees for the Banking Services provided, including the conditions for their payment. A change to the amount of interest rates announced in the List of Interest Rates, as well as a change to exchange rates announced in the List of Exchange Rates concerning the conditions for maintaining a payment account is governed, however, by a special agreement between the Bank and the Client.

#### 1.6. Method of Notification and Consequences of Proposal of Amendment to Contractual Conditions

The Bank will notify a Client who is a Consumer of any draft amendment to contractual conditions no later than two (2) months before the date the proposed amendment comes into effect. The Bank will notify a Client who is not a Consumer of the draft amendment no later than 30 days before the date the proposed amendment comes into effect. The Bank will notify the Client of the proposal of an amendment to the contractual conditions using an Electronic Channel, in particular the Electronic Box or email, or through a special part of the Public Website, whose address the Client will receive together with the notification of the amendment, or by a postal document. If the Client is a Consumer and the Bank notified the draft amendment to the contractual conditions via the Electronic Box, it will also inform the Client of such notification in an Appropriate Manner (such as by text message, e-mail, notification in a mobile device application). The Client is entitled, before the effective date of the proposed amendment to the contractual conditions, to reject the proposal, in a written notification sent to the address of Raiffeisenbank a.s., Klientický servis, tř. Kosmonautů 108/29, 779 00 Olomouc, or to another address of which the Bank will inform the Client in an Appropriate Manner. In the event that the Client does not reject a proposal for an amendment to the contractual conditions in this manner before its effective date, it shall be regarded as having accepted it. The Bank shall inform the Client of this consequence in the notification of the proposal of an amendment to the contractual conditions.

#### 1.7. Notice of Termination of Obligation Affected by a Proposal for Amendments to Contractual Conditions

In the event the Client does not agree to a proposal of an amendment to contractual conditions, it may, before its effective date, terminate, in writing, the obligation agreed upon under Contracts below and affected by the proposal for an amendment to the contractual conditions. The Client is entitled in this context to terminate free of charge the obligation under the Contract under which the management of the Account was arranged, the issuance and management of the Payment Instrument (in particular, providing a debit card and Direct Banking Services or other similar services) or issuance and management of a credit card and the related consumer credit, hereinafter Contractual Obligation, which has been arranged for a consumer loan other than for housing in the form of an overdraft on the Account or special conditions for the implementation of the Payment Transactions have been agreed upon. The Client shall deliver the notice

of termination to the Bank in the manner agreed in the relevant Agreement, if such a method is not agreed upon, similarly to the rejection of the draft amendment pursuant to Article 1.6 of the GBC. The notice of termination is effective upon its delivery to the Bank. The notice must indicate the Client's disagreement with the proposal of the amendment to the contractual conditions of the terminated obligation, unless the Client has already rejected the proposal of an amendment to the contractual conditions using a method in accordance with Article 1.6 of the GBC. In the case of Agreements that are not laid down above in this GBC provision and that are affected by the proposed amendment, the Client may only express disagreement with the proposed amendment. In such a case, the Agreements continue to follow the existing conditions.

**1.8. Formal Amendments to Contractual Documentation**

The Bank is authorised to make amendments to the contents of the GBC, Product Conditions, Pricelist, Interest Rates List and Exchange Rates List or another document containing a binding agreement between the Bank and the Client that does not amend the content of an obligation unilaterally without the Client's consent. With regard to the nature and extent of such amendment, the Bank will notify the Client of such measure in an Appropriate Manner.

**1.9. New Banking Services**

If a new Banking Service is introduced, the Bank may publish the conditions for provision of such new Banking Service as late as the date on which the new Banking Service is provided, in an Appropriate Manner.

## **II. Joint Provisions**

**2. Client Identification and Documentation Obligation**

2.1. The Bank is authorised to require a proof of identity or existence of the Client before the establishment and during the course of an Agreement. A Client who is an individual proves his identity with a valid identity card or similar document issued by a state authority which allows verification of the person's appearance, first name and surname and/or all first names and surnames, where appropriate, birth number or date of birth, nationality and any other identification details. The document shall be fit to prove the information contained therein in the territory of the Czech Republic. A Client who is a legal entity proves its existence with a valid extract from the Commercial Register in which it is registered or with other valid document; a person acting on behalf of the legal entity is obliged to prove his authority to act and identity. Documents must be submitted in original or a certified copy according to their nature.

**2.2. Documentation Duty of the Client**

The Bank may, according to the type of the Banking Service provided, before the establishment and during the course of the Agreement, request submission of other documents, such as a residence permit, another proof of identity, documents showing the real owner and ownership structure of a Client who is a legal entity, documents on the business activities of the Client, including the relevant licence for business activities. The Bank is also authorized to ask the Client for information and an explanation regarding the purpose and intended nature of the business

relationship, for a proof of the origin of Funds, the purpose of the Payment Transaction(s), and also request documents proving the provided information and explanations from the Client. If the Bank is unable to appropriately identify the Client on the basis of the submitted documents or obtain through the submitted documents or requested Client's co-operation other information necessary before the establishment or during the existence of an obligation, in particular for the purpose of fulfilling obligations related to measures against the legalisation of proceeds of crime and financing of terrorism or to with imposed international sanctions, and for the purpose of preventing damage on the part of the Bank or third parties, the Bank will be entitled to refuse to conclude the Agreement and the above facts will constitute grounds for withdrawal from the Agreement.

**2.3. Acceptance of Verification of Client's Identity**

The Bank is entitled to accept the Client's identification from another bank or a foreign bank branch, on the basis of standards binding upon the Bank or in accordance with legal obligations imposed upon it.

**2.4. Politically Exposed Person**

The Client undertakes to inform the Bank if he/she holds or has held an important public position of national or regional importance in the Czech Republic or another state, in the bodies of the European Union or in an international organisation or has a close relationship to such a person. The full definition of the term politically exposed person is set out in the Act on Certain Measures Against the Legalisation of the Proceeds from Crime and the Financing of Terrorism. The information obligation of the Client also covers changes in his/her position as a politically exposed person. If the Client has doubts whether he/she is in the position of a politically exposed person, he/she will provide the Bank with relevant information for consideration.

**3. Client**

**3.1. Verification of Client's Identity when Providing Services**

Verification of the Client as the author of an Instruction or an Instruction on the Agreement may be performed in particular by means of the Electronic Identification Tool specified in the Product Conditions or in the Technical Conditions or with the use of the Signature Specimen; in cases worthy of special attention the identity of the Client or person acting for the Client can also be verified in a manner appropriate to the circumstances of the case, in particular by the submission of an identity document. For the purpose of identifying the Client during bilateral communication, the Bank is also entitled to use the Client's birth number and date of birth, or part thereof.

**3.2. Representation**

The Client acts toward the Bank in person or through a proxy. The proxy shall duly prove to the Bank his/her authorisation to act on behalf of the Client and allow his/her identification as in the case of the Client. A proxy acting on behalf of the Client based on a power of attorney must prove to the Bank his/her authorization to represent the Client with a written power of attorney granted by the Client and bearing the Client's certified signature. The Client's certified signature is not required if the power of attorney is granted in the presence of a Bank employee,

without prejudice to the Client's duty to draft a power of attorney in a special form necessary for the relevant legal acts. The Bank shall be authorized to refuse an act made by the Client's proxy or to refuse to cooperate with the Client's proxy if the submitted power of attorney, or the circumstances under which the power of attorney is submitted to the Bank, or the conduct of the Client's proxy raises reasonable doubts about whether the Client granted the power of attorney or whether the granted authorization still exists, or if the Bank has reason to doubt that the content of the power of attorney submitted authorizes the proxy to act for the Client. If the Client's affairs are to be administered by another person based on its prior declaration made in the expectation of its own unfitness, the Bank will provide such person with the required co-operation only based on a submitted declaration of the Client drafted in the form of a public document and reserves the right to require documentation of all facts, depending on the circumstances of the case.

### **3.3. Certification of Changes**

The Bank is authorised to determine what documents proving a change concerning facts that the Bank is obliged to determine and track (e.g. the person of the real owner of the Client that is a legal entity, the method of acting for a Client that is a legal entity) are to be submitted to the Bank.

## **4. Communication between Bank and Client**

### **4.1. Communication Means**

For communication between them, the Client and the Bank shall use the communication channels specified in these GBC or in the Product Conditions or in the Technical Conditions of the Bank. The Bank is authorized to use any information provided by the Client to the Bank or available in public sources to communicate with the Client. Communication between the Client and the Bank (mainly the fulfilment of information obligations pursuant to the Act on Payment Systems), the realization and authorization of Payment Transactions, the authentication of the Client or the Bank, etc. is performed through agreed Payment Tools, Electronic Identification Tools, Personalised Security Elements and other tools and information.

### **4.2. Exclusive Nature of Communication Tool**

Communication with the Bank relating to a specific Banking Service may be limited to select communication channels.

### **4.3. Record of Communication**

If the Client and Bank communicate over the phone or via other electronic means, particularly via an Electronic Channel, both parties are entitled to make a record of such communication, to process the record and to keep and use the record for the length of time they deem necessary for the protection of their rights. The Bank is entitled to record all of the Client's activities in the Bank's systems or using the Bank's systems and to process, keep and use such records for a period reasonable given the nature of such recording, but for no less than the duration of the obligation in connection with whose performance the recording was made. The Bank and the Client are entitled to use all aforementioned records in particular as proof in potential disputes between the Client and the Bank as well as in resolving the Client's complaints. The Bank is not obliged to provide the Client with its records.

### **4.4. Use of Electronic Contact Details**

The Client acknowledges that the Bank may contact the Client using the Client's electronic contact details (including by text or MMS message) or by mobile application message or notification). The main reasons for this contact are to respond to a Client's inquiry or complaint, deliver Bank notifications or requests, and to inform Clients about Client obligations. In situations where there is a suspicion that a Client's Funds may be at risk, or at any time after a Client has breached its obligations under any Agreement, the Bank may also approach the Client using any contact details available.

### **4.5. Safety of Communication**

The Bank informs the Client that the equipment needed for communication via electronic means (especially via Electronic Channel) is not under the control of the Bank, and it is, therefore, necessary that the Client while using is appropriately careful and cautious and especially takes adequate measures to ensure confidentiality of mutual communication and the delivered communication does not become accessible to unauthorized persons.

## **5. Instructions and Instructions on the Agreement**

### **5.1. Requisites of Instructions and Instructions on the Agreement**

The Client shall ensure that all Instructions and Instructions on the Agreement submitted to the Bank are clear, unambiguous and legible and contain correct and complete data. Instructions submitted to the Bank in writing shall be signed by the Client and may not be written with a pencil, erased, crossed out, or damaged or illegible. In the event that these conditions are not met or the Client's conduct raises doubts on the part of the Bank as to the authenticity of an Instruction or Instruction on the Agreement, the Bank shall be authorised to refuse the Instructions or the Instructions on the Agreement while assuming no liability for any potential damage caused by the non-execution thereof. Unless the Bank and the Client agree otherwise regarding Payment Orders, the other provisions Article 5 herein shall apply to Payment Orders as well.

### **5.2. Instructions and Instructions on the Agreement made Based on Client's Will**

In connection with the Banking Service, the Client submits Instructions and Instructions on the Agreement to the Bank based on his own decision made or based on consultation with his own expert advisor. The Bank is not a mandatory, broker, principal or advisor if it is not a party to the Agreement in this sense.

### **5.3. Statutory and Valid Instructions and Instructions on the Agreement**

The Client shall ensure that its Instructions or Instructions on the Agreement comply with legal regulations. The Bank may not accept acts performed in a manner reasonably raising doubts as to the legitimacy, material accuracy or validity of Instructions or Instructions on the Agreement. If an Instruction or Instruction on the Agreement may lead the Bank to believe that by the execution thereof it would breach legal regulations or a contractual obligation, the Bank is authorised to refuse the execution of such Instruction or Instruction on the Agreement or may request, prior to the execution of an Instruction or Instruction on the Agreement, submission

of documents proving the purpose of the requested Instruction or Instruction on the Agreement. The Bank is entitled to refuse to execute an Instruction or Instruction on the Agreement that was not submitted to on the form designated by the Bank and with the stipulated requisites. The Bank may also refuse to execute an Instruction or Instruction on the Agreement if it would breach the vigilance rules or if the execution of an Instruction or Instruction on the Agreement would cause detriment. The Bank is not liable for any detriment arising out of failure to execute or late execution of an Instruction or Instruction on the Agreement. The Bank shall inform the Client of the refusal to execute an Instruction or Instruction on the Agreement in the Appropriate Manner. This provision shall not prejudice Article 13.1. of these GBC.

**5.4. Time-Limit for Execution of Instruction and Instruction on the Agreement**

The Bank shall execute an Instruction within a reasonable time-limit according to the nature of the Banking Service provided and in accordance with customs and market practice that the Bank and the Client have established, unless they agree or legislation provides otherwise. In the event the Bank is performing duties in accordance with other legislation that influences the execution of an Instruction, the deadline for the execution of the Instruction is reasonably extended.

**5.5. Cancellation and Change to Instruction**

The Client is authorised to change or cancel an Instruction only if it has not been executed yet by the Bank, or if no steps which lead to its execution and which cannot be cancelled by the Bank have been taken. The agreement between the Client and the Bank contained in the Technical Conditions applies to the cancellation of an Instruction that is a Payment Order.

**5.6. Signing Instruction and Instruction on the Agreement**

All Instructions and Instructions on the Agreement submitted to the Bank by the Client shall be signed or otherwise authorized in compliance with an agreement between the Bank and the Client and legal regulations depending on the type of the Instruction or the Instruction on the Agreement and the communication channel by which it was delivered or handed over to the Bank. The Bank is entitled to require that an Instruction or Instruction on the Agreement be prepared in a language that was agreed for communication between the Client and the Bank, or that the Bank stipulated for communication with Clients. The Bank may also require, in particular in cases where the Client cannot be identified as the author of the Instruction or Instruction on the Agreement in another agreed manner, that an Instruction or Instruction on the Agreement be certified. Article 6 of the GBC applies, as appropriate, to signature certification and drafting an Instruction or Instruction on the Agreement.

**6. Documents**

**6.1. Supplementation of Instruction and Instruction on the Agreement**

In order to accept an Instruction or Instruction on the Agreement or in connection with other provision of a Banking Service, the Bank may require the submission of Documents that are related to the Client's Instruction or Instruction on the Agreement or supplement it, if it is necessary in the Bank's judgement and with regard to the

circumstances of the case and the relevant legal conduct of the bank or the provision of a Banking Service.

**6.2. Requisites of Documents**

Documents requested by the Bank shall be submitted as originals or certified copies, unless the Bank agrees otherwise with the Client. The Bank is authorised to keep a Document submitted by the Client or its copy made by the Bank. With regard to the circumstances of a case, for example with regard to the facts that submitted Documents record, the Bank is entitled to request that a Document be signed by a specific person and/or that the signatures on the Document be certified. The Bank is entitled to verify the origin of the submitted Document, even if it is a public document. If it is not possible to verify the origin of the Document, the Bank may refuse to proceed in accordance with the content of the Document until it is verified or until the relevant evidence has been substantiated in another credible manner.

**6.3. Translations of Foreign Documents**

Documents, if in foreign languages (with the exception of Slovak) shall be submitted by the Client to the Bank as originals along with their certified translation into Czech by an interpreter registered on a list maintained by a court of the Czech Republic, unless agreed otherwise with a Client in a specific case. The Czech translation of a Document shall solely be binding upon the Bank and the Bank is not obliged to examine whether such a translation corresponds to the original language version.

**6.4. Certification of Documents**

If the Client submits to the Bank a document issued or confirmed by or containing certification of a foreign entity, the Bank is entitled to request a higher verification of the Document (apostille stamp or super-legalization). The Client may ask the Bank, before the issue, confirmation or certification of a Document abroad, for a statement on the form in which a Document should be issued, confirmed or certificated abroad in order to be acceptable to the Bank. In cases worthy of special attention, the Bank is entitled to require the submission of a Document with higher verification even in the event that such verification is not usually necessary in accordance with international agreements by which the Czech Republic is bound.

**6.5. Current Nature of Information Contained in Documents**

The Bank will have regard to the content of Documents submitted if, with regard to the moment of their drafting, there can be no reasonable doubts that the facts documented by the Documents submitted have not changed since the issue of the Documents. In the case of extracts from the relevant registers and records, however, the Bank will usually not have regard to Documents more than three (3) months old.

**7. Deliveries**

**7.1. Bank's General Correspondence Address**

Unless agreed otherwise with the Client, the Client shall address Deliveries to the Bank's address published on the Public Website.

**7.2. Contact Details of Client and Method of Delivery**

The Bank makes Deliveries addressed to the Client or to the persons designated by the Client in a manner agreed between the Client and the Bank using the contact details

stipulated by the Client (postal or e-mail address, mobile phone number). In the event there is no agreement, the Bank makes Deliveries in a manner reasonable given the nature of a Delivery using the contact details communicated to it by the Client or contact details the Bank may obtain for the Client from publicly available information.

### **7.3. Reachability of Client**

If the Client informs the Bank that a contact detail specified by the Client is no longer up-to-date, or the Bank learns of such a fact in another credible way, or if such fact results from the impossibility of making a Delivery using the relevant contact detail, the Bank is entitled not to use the contact detail any longer. If the Bank has other contact details for the Client, provided by the Client or ascertained from publicly available information about the Client, and the Client has not expressly informed the Bank what contact details should be used for further Deliveries, the Bank will make Delivery to the Client as it sees fit, with regard to the nature of the Delivery.

### **7.4. Deficiencies with Delivery**

If any deficiencies are discovered by the Bank or the Client in a Delivery, both parties shall promptly inform the other party and take the measures necessary to remedy the deficiency ascertained or measures necessary in connection with the deficiency ascertained.

### **7.5. Deliverability of Deliveries**

The Client shall take measures to ensure Deliveries can be made to the given address (e.g. by clearly marking the building at the given address with its name and surname, the Client's trading name, the placement of a reachable letterbox at the given address, etc.).

### **7.6. Presumption of Time of Receipt of Delivery**

The presumption about the time of receipt in accordance with the Civil Code also applies to other methods of delivery of a written Delivery where it is otherwise not certain when the Client received the Delivery. A Delivery of the Bank addressed to the Client in electronic form is, with regard to the nature of this method of communication, delivered upon its placement in the Electronic Box; in the event of other data messages (e.g., text messages, push notifications), it is delivered upon notification of the delivery generated by the relevant device or the Client's electronic communications service provider. The Bank is entitled to request from the Client confirmation of the acceptance of Delivery in electronic form; this shall not affect the moment of delivery of such a Delivery in accordance with the previous sentence.

### **7.7. Fax**

Instructions and Instructions on the Agreement sent by fax shall be sent by the Client to the fax number published on the Public Website or specified in an agreement on fax communication concluded between the Client and the Bank. A fax message sent by the Bank is delivered upon the printing of the confirmation of delivery initiated by the recipient's fax machine and printed from the Bank's fax machine.

## **8. Other Arrangements**

### **8.1. Banking Supervision**

The Bank's activities, including the provision of Payment Services by the Bank, are subject to supervision by the CNB, based at Na Příkopě 28, Prague 1, postcode 115 03. The

Client is entitled to turn to the CNB with its suggestions and complaints.

### **8.2. Permanent Address and other contact details**

In addition to the Permanent Address, the Bank keeps another postal address of the Client (if different from the Permanent Address) at which the Client can be contacted and other contact details such as telephone numbers, e-mail addresses and fax numbers. For the purpose of entry or change of the Permanent Address, the Bank is entitled to request from the Client, a document providing sufficient evidence of the stated details (e.g. a proof of identity or an extract from the relevant register).

### **8.3. Change in Data Concerning the Client**

The Client shall inform the Bank without undue delay of any changes to data stated in the Agreement or in documents related thereto and/or a change to data otherwise submitted by the Client to the Bank and, with regard to the nature of the relevant data, also document such a change. The Bank is not under a duty to pay regard to a notification by the Client that is not sufficiently supported by demonstrable documents on the reported change. In particular, the Client shall inform the Bank of any change to his/her name and surname or trading name, permanent residence or registered office, any change of the statutory representative, its composition and/or persons authorised to act on behalf of the Client, any change to its identity card or any other information about the Client shown on the identity card, any change to any information about the Client shown in the relevant register, any change in the position of the Client as a politically exposed person, any change to the person of the actual owner of the Client and any change to the telephone number, fax number, email address and contact postal address.

### **8.4. Information about Change to Significant Facts Concerning the Client**

The Client shall also promptly inform the Bank and document facts that could have an influence on the performance of rights and duties of the Client or the Bank under the Agreement, in particular the termination of the Client's business activities, the Client's entry into liquidation, the start of insolvency proceedings, seizure or the execution of a ruling against the Client's assets, the transformation of the Client or a change to the Client's legal form.

### **8.5. Base Registries**

To comply with the legal obligations imposed upon the Bank, or in accordance with the Client's consent, the Bank also uses data and information about or relating to the Client to which it has access via Base Registries. Where the Bank verified or obtained particular data against or from Base Registries, the Bank may rely on such data without requiring the Client to establish it otherwise **and without being responsible for its accuracy**. However, the above is without prejudice to the Client's obligation to inform the Bank about any changes pursuant to the GBC or other contractual conditions or the Bank's right to require the Client to submit evidence of any change.

### **8.6. Loss of Documents**

The Client shall notify the Bank without undue delay of the loss or theft of documents related to this Agreement and documents or other tools serving to verify the identity of the Client or a person acting for the Client, in particular personal documents or the stamp of the Client.

## 8.7. Complaints

Complaints by Clients will be dealt with by the Bank in accordance with the Complaint Guidelines, which are available at the Public Website.

## 8.8. Availability of Banking Services

The Bank is not under a duty to offer and provide all Banking Services at all Business Locations. The Bank is entitled to offer and provide selected Banking Services at certain Business Locations or through certain communication channels or persons. The Bank will inform the Client of limitations in accordance with the prior sentence by notification published in an Appropriate Manner.

## 9. Fees, Cost Reimbursement

### 9.1. Bank's Pricelist

The Client shall pay the Bank fees in the amount and under the conditions specified in the relevant Pricelist shown in the Agreement. In the same way, the Client shall compensate the Bank for costs in connection with the Banking Services provided, the amount of which is determined by the Pricelist, unless legislation or another agreement of the Bank and Client provide otherwise. In the case of Accounts, the Pricelist showing fees for provision of Banking Services related to the relevant Account and fees for realization of Payment Transactions on the Account can be determined by reference in Internet Banking set up for the relevant Account. In the event that it is not possible to determine the type of Pricelist for any reason, a Client that is a Consumer shall pay the Bank fees in an amount and under conditions based on the Pricelist for Products and Services for Private Entities and other Clients shall pay fees in an amount and under conditions based on the Pricelist for Products and Services for Individuals – Entrepreneurs – and Legal Entities. The Bank charges fees and reimbursement of costs in accordance with the Pricelist effective at the time the Banking Service is charged or costs of the Bank whose reimbursement is agreed in the relevant amount in the Pricelist between the Bank and the Client arise, unless agreed otherwise. In the event that the fee shown in the Agreement and in the Pricelist differs, the provisions in the Agreement shall be applied.

### 9.2. Availability of Pricelist

The Bank shall hand over to the Client, in connection with the conclusion of an Agreement or the arising of an obligation, the Pricelist or a relevant part thereof. The pricelist is also available at the Business Locations and Public Website; however, this does not apply to the Pricelists for selected Client Groups.

### 9.3. Payment of Fees

The Client undertakes to pay fees specified in the Pricelist without undue delay and in the prescribed amount. If fees are settled by direct debit or billing against the balance of an Account of the Client and the Account does not have sufficient Funds to settle them, the Bank can book charges in the unpaid amount on the Client's Account. Such unsettled fees are then an Unpermitted Debit. The Bank is entitled to make the conclusion of an Agreement or provision of a Banking Service conditional on the payment of a Fee or part thereof.

### 9.4. Payment Date for Fees

Unless agreed otherwise in the Pricelist, GBC, Product Conditions or Agreement, fees for the provision of a Banking

Service or costs whose reimbursement was agreed by the Client and the Bank are due promptly after the provision of a Banking Service or the arising of such costs. In the event of fees for Banking Services that the Client pays for a certain period during which such Banking Services were provided, the aforementioned fees are payable always as of the end of the relevant period during which the Client is under a duty to pay them. If a fee for the provision of a Banking Service is set as a fixed amount for a certain period and such period has not passed before the end of the Agreement's effect, the Bank shall return to the Client an aliquot part of the previously paid fee only if it is a fee for the provision of a Payment Service and the Client is a Consumer.

### 9.5. Reimbursement of Costs

The Client shall pay the Bank, in addition to the agreed fees, costs that arise in connection with the conclusion, amendment or termination of the Agreement, in particular notarial, court, administrative and other charges, costs of legal services, services of experts and tax and economic advisors, translators, interpreters, costs of recovery, including the court fee, if this concerns extraordinary costs arising for the reasons on the Client's side. The Client will bear all costs incurred during the settlement of its debts.

### 9.6. Value Added Tax

In accordance with the Value Added Tax Act, fees for financial services are exempt from VAT. If the Client is provided with a Banking Service the fee for the provision of which is not exempt from VAT, this is expressly specified for such fee in the Pricelist. In such an event the Bank will issue a tax document to the Client, at its request.

### 9.7. Special Provisions on Client's Payment Duties

The conditions concerning the Client's payment duties are, in relation to some Banking Services, also agreed in an arrangement between the Bank and the Client (for example in the relevant Product Conditions).

## 10. Liability

### 10.1. Liability for Data about Client

The Client is liable for data concerning its person being up to date, correct and complete. The Bank is not liable for detriment that the Client suffers as a consequence of the non-making of a timely announcement of a change to such data or as a consequence of the insufficient documentation of such change.

### 10.2. Liability for Loss of Documents, Materials and Identification Tools

The Bank is not liable for any detriment arising from any abuse of Documents, materials, Identification Tools or other items lost by the Client or another person or stolen from the Client or another person. If the Bank ascertains that an Electronic Identification Tool has been used by a person other than authorised holder, it is entitled to immediately block the Electronic Identification Tool and prevent its further use.

### 10.3. Limitation on Bank's Liability for Damage

The Bank is not liable for any detriment caused to the Client primarily as a consequence of extraordinary situations and events which occurred beyond the Bank's control and that the Bank could not influence and foresee, in particular the consequences of force majeure, consequences of decisions of state authorities. The Bank is also not liable for detriment

arising or detriment that could arise in connection with or as a consequence of an interruption of operations and the subsequent unavailability or non-provision of Banking Services, of which it informed the Client a reasonable time in advance in an Appropriate Manner. The Bank is not liable for damage to the extent to which its arising was not foreseeable. The Bank is therefore not under a duty to pay compensation representing lost profit of the Client or damage that does not arise as a direct consequence of a breach of a legal duty of the Bank (subsequent damage), unless the Client expressly drew its attention in advance to the danger of such damage and, if appropriate, also to its expected extent.

The Bank is not liable to the Client for damage that it incurs due to conduct of the Bank or a third party in accordance with legislation, the non-execution of an Instruction or Payment Transaction due to the application of legislation or an individual legal act that is binding on the Bank or for reasons of other measures, including of another country or international organisation, adopted, in particular, for the purpose of preventing money laundering and financing terrorism or due to the application of international sanctions for the purpose of maintaining or renewing peace and security, protecting basic human rights and the fight against terrorism.

The Bank is not liable for the consequences of events that are under the Client's control and that the Client can influence, for the consequences of the proper performance of the Client's Instructions and for the Client not properly paying its debt through the Bank, if such fact is not a direct consequence of a breach of a legal duty by the Bank. The Bank is also not liable for damage to the extent to which the Client contributed to its arising through wilful conduct (e.g. the non-provision of co-operation).

## **11. Security**

11.1. The Bank is entitled to retain as security assets of the Client that were entrusted to it in connection with a Banking Service and that are movables, provided it has a due receivable from such Client that the Client is late paying. The Bank is also entitled to use such procedure in connection with a debt of the Client that is not yet due, if it is clear from the circumstances of the case that the Client will not repay the debt in full, or for other reasons stipulated by legislation. The Bank is entitled to retain assets of the Client whose value is reasonable given the amount of the debt in connection with which the Bank retained such assets. If, however, the nature of the Client's assets administered by the Bank or the method of their administration makes such procedure impossible, or if it would be linked to unreasonable difficulties on the Bank's part, the Bank is entitled to retain assets of the Client in a value that is not in a quite evident disparity to the amount of the Client's debt that is secured by its retaining of the Client's assets.

## **12. Set-off, Order of Receivables, Assignment**

### **12.1. Conditions for Set Off of Receivables**

The Bank is entitled to set off its receivables against receivables of the Client regardless of the legal reason for their establishment, including receivables of the Client from deposits and Accounts. It is expressly agreed that

the Bank can set off its receivables against an unpaid receivable of the Client. If mutual receivables of the Bank and the Client are in various currencies, they can be set off if such currencies are freely tradable, and what is decisive for the translation of the receivables is the valid exchange rate stipulated by the Bank in the last Exchange Rates List announced for the day the setting off occurred.

### **12.2. Settlement Authorisation of Bank**

The Bank is entitled, at any time and without prior notification to the Client, to collect from any Account or deposit for the Client with the Bank Funds for the purpose of settling a due monetary obligation of the Client to the Bank. If mutual receivables are in various currencies, they can be settled in the manner in accordance with this Section 12.2. of the GBC if such currencies are freely tradable, and what is decisive for the extent of settlement is the valid exchange rate stipulated by the Bank in the Exchange Rates List for the day the Bank collects the Funds.

### **12.3. Order for Setting Off Performance against Client's Debts**

In the event performance is not entirely sufficient to settle the Client's outstanding debts, performance will be set off in the order stipulated by agreement between the Bank and the Client (contained primarily in the Agreement or the Product Conditions), unless the order is determined by a provision of a legal regulation that cannot be deviated from by agreement. In the event the Client has several debts, such provision applies, as appropriate.

### **12.4. Prohibition of Assignment of Receivables from Deposits and Accounts**

The Client is not authorised to assign receivables from any deposits and Accounts with the Bank; the effects of this agreement, however, will not be applied in the event of the establishment of a lien on such receivable by the Client under the conditions agreed below. In the event the Client intends to establish a lien on any receivable from a deposit or Account with the Bank and the Bank finds acceptable the conditions under which such lien will be established and, if applicable, realised by the lien creditor, it will provide its written consent to the Client for the establishment of the lien. The lien of the Client's creditor on a receivable from a deposit or Account with the Bank arises no earlier than the moment the Bank gives its written consent to the establishment of the lien. The Bank is not obliged to provide any clarification or reasons in respect of its decision to the Client.

## **13. Creation of Contractual Relation**

### **13.1. Commencement of Contractual Relation**

The Bank provides the Banking Services on the basis of the Agreement. There is no legal entitlement to the provision of a Banking Service. The Bank is entitled to refuse a party interested in the provision of the Bank's services and is not obliged to inform the party interested of the reasons for the refusal, unless the provisions of legislation that cannot be deviated from by agreement provide otherwise.

### **13.2. Form of Agreement**

The Agreement between the Bank and the Client is created on the basis of an agreement concerning the conditions of the provision of the Banking Service. A contractual



relation is created on the basis of the written Agreement if at least one of the parties requests so or if written form is a condition for the creation of a contractual relation pursuant to the relevant legal regulations.

**13.3. Rules for Adhesion Agreement with Entrepreneur**

The Bank and a Client that is an entrepreneur agree that the rules contained in Sections 1799 and 1800 of Act No. 89/2012 Coll. the Civil Code, do not apply to the contractual conditions they agree.

**13.4. Conditions for Acceptance of Proposal for Conclusion of Agreement (Offer)**

Unless the Bank and the Client agree otherwise, the acceptance of an offer only has effects if it is the same as the offer in all respects.

**13.5. Confirmation of Content of Contract**

Confirmation of the content of an Agreement concluded in a form other than written form is decisive for the determination of the content of the Agreement only in the event that the bank and Client expressly agreed on its making, or in the event that its making results from already agreed conditions, under which the Agreement between the Bank and Client was concluded.

**13.6. Replacement of Information Reported by Third Party**

In the event the conditions of the Agreement are tied to information reported by a third party, and this information stops being reported during the Agreement's duration, the conditions of the Agreement will continue to be tied to information that replaces the original information or whose nature most closely corresponds to the original information. The Bank will inform the Client of such change in an Appropriate Manner.

**14. Termination of Contractual Relation**

**14.1. Consequences of Termination of the Agreement's Effect**

All of the Client's outstanding debts incurred based on an Agreement come due upon the termination of the effect of such Agreement. The Client's debts arising based on or in connection with such Agreement do not cease to exist with the termination of the effect of the Agreement for any reason and if not settled in full and on time, they are subject to default interest in accordance with Article 16.5 of the GBC. The Client's obligation to return to the Bank all movables, Payment Tools, Electronic Identification Tools and documents stipulated by the Agreement does not cease with the termination of the effect of this Agreement; the Bank's right to exercise against the Client its right to contractual penalties for non-performance of obligations that arose during the Agreement's effect does not cease, either. This paragraph 14.1 of the GBC is valid and in effect even after the effect of the Agreement has been terminated.

**14.2. Effects of Notice**

Notice given by the Bank comes into effect upon delivery to the Client, unless the Bank states in the notice that the notice comes into effect as of a later moment, or unless the effects of notice occur as of a later moment, or unless the provisions of an act that cannot be deviated from, an Agreement or the Product Conditions stipulate otherwise. If the Client, in accordance with the nature of an obligation or arrangement in the Agreement or related contractual conditions is entitled to terminate an obligation and it is

not agreed by what notice term, notice comes into effect as of the last day of the calendar month that follows the month in which notice was delivered to the Bank. The stipulation contained in Article 1.7 of the GBC shall not be thereby affected.

**14.3. Conditions for Withdrawal from Agreement by Bank**

The Bank may withdraw from the Agreement in cases stipulated in the Agreement, the Product Conditions, the special provisions of these GBC, legal regulations and when the Client substantially violates contractual obligations, or if the Client breaches its statutory duty vis-à-vis the Bank. The Bank may also withdraw from the Agreement (i) if the Client stated, in connection with the arising of the Agreement or an obligation incorrect or untruthful information and the Bank, without the proper statement of such information, would not have agreed to conclude the Agreement, or the obligation could not have arisen, or (ii) it submitted invalid or altered documents, or (iii) if the Client's asset situation has significantly deteriorated and may reasonably threaten the Client's ability to pay its debts vis-à-vis the Bank, or (iv) if the Client does not supplement or provide reasonably requested security for its debt, or (v) the Account the Bank maintains for the Client has an Unauthorised Debit. The Bank may also withdraw from the Agreement in the event (vi) representatives of the Client submit to the Bank opposing Instructions or Instructions on the Agreement, or in the event (vii) of Client's active or passive conduct that violates the mutual trust between the Bank and the Client, or (viii) in the event the Client fails to duly render assistance to the Bank as required under Article 2.2 of the GBC, as well as (ix) in the event the Bank concludes that it is obliged to terminate the business relationship with the Client in accordance with the obligations imposed on the Bank under the measures against the legalisation of proceeds from crime and the financing of terrorism or international sanctions, and in the event of (x) the Client's actions that could lead to damage on the Bank's part or could endanger or damage the Bank's reputation, or lead to other detriment to the Bank.

**14.4. Method and Effects of Withdrawal from Agreement by Bank**

In the event that the Bank withdraws from the Agreement for any reason, it shall send a notice of withdrawal from the Agreement to the Client in writing. The effect of the withdrawal from the Agreement starts on the day the notice of withdrawal is delivered to the Client, unless the Bank specifies that the effects of withdrawal occur as of another later moment in the notice of withdrawal from the Agreement. The Bank is not obliged to clarify and explain in detail to the Client the reason for withdrawal from the Agreement, unless otherwise provided by a provision of a legal regulation that cannot be deviated from by agreement; this applies, *mutatis mutandis*, to the termination of an obligation by notice.

**15. Insurance of Deposits**

**15.1. Insured Deposits**

The deposit insurance protection scheme against the Raiffeisenbank a.s.'s inability to meet its commitments is covered by the Financial Market Guarantee System through the Deposit Insurance Fund. The deposit protection insurance scheme applies to all deposit receivables

including interest thereon maintained in the Czech currency or foreign currency, shown as a credit balance on the accounts or deposit books or confirmed with a deposit certificate, deposit sheet or any other similar document, unless they concern deposits that the Bank is entitled to partially include in its capital (subordinated debt) and deposits originated from the intentionally committed crime of legitimization of proceeds of criminal activity (unless they have been secured in favor of the victim of the criminal activity). The insurance shall not apply to deposits of certain legal persons, neither.

**15.2. Supplementary Information**

The basic information overview of the deposit insurance protection scheme is available at the Public Website. More detailed information can be also found through the Financial Market Guarantee System (Deposit Insurance Fund) whose contact details are available in the basic information overview at the Public Website.

**16. Interest, Exchange Rates and Taxation**

**16.1. Determination of Interest Rates**

Unless stated otherwise, the Client shall pay the Bank (in particular on a credit provided by the Bank to the Client) or the Bank shall pay the Client (in particular on the Funds deposited by the Client at the Bank) interest calculated based on the interest rate shown in the Interest Rates List.

**16.2. Interest Rate when Agreeing Credit**

The Bank provides credits as part of its business activity and therefore the Client and the Bank agree that the intent of the parties in concluding any Agreement based on which the Bank shall provide the Client with a credit, is to agree on an interest rate that shall apply to the credit until it is paid off. In the event that no interest rate or a non-specified, non-findable or zero interest rate is shown in the Agreement based on the previous sentence for any reason, the Client undertakes to pay the Bank credit interest calculated using the interest rate stipulated for the agreed credit in the Interest Rates List or using the interest rate stipulated in the Interest Rates List for the credit product whose nature is the closest to the agreed credit. This stipulation shall not, however, apply to cases where the contents of the signed Agreement makes it apparent that the parties' intent was to negotiate an obligation without the Client's obligation to pay interest.

**16.3. Due Date for Interest**

Unless agreed otherwise between the Bank and the Client, interest is payable always as of the last day of a calendar month.

**16.4. Minimum Amount of Interest Paid by Bank**

Interest is rounded off during the calculation of Interest Paid by the Bank to the Client to the smallest unit of the relevant currency. If the calculated due interest is lower than one hundredth (0.01) in the Account currency, it is rounded down to zero and no yield of interest for the relevant interest period is charged for or paid out in the agreed manner.

**16.5. Late Charges**

In the event of a delay with the payment of any monetary debt to the Bank, the Bank has the right to charge interest on the amount owed at the late charges interest rate until such time as the obligation is paid by the Client.

Unless the Client and the Bank agree otherwise, the late charges rate that will be applied to determine the amount of late charges in the event of a delay by the Client with the performance of a monetary debt is determined by the Interest Rates List. This paragraph 16.5. of the GBC is valid and in effect even after the effect of the Agreement is terminated.

**16.6. Withholding Tax**

The Bank executes tax deductions in accordance with the applicable statutory provisions and with regard to the Client's tax domicile and the type of the Account. Interest income is subject to taxation in accordance with the applicable legal regulations, international treaties and agreements valid at the time interest was credited. An Account Holder shall provide the Bank with sufficient information for the assessment of its tax domicile and necessary for the arrangement of the appropriate Account for the administration of a particular type of Funds. In the event of a breach of this obligation, the Account Holder is fully responsible for the risks arising from incorrect application of withholding tax in respect of the Account Holder.

**16.7. Exchange Rates**

The Bank exchanges currencies using the exchange rates stipulated in the Exchange Rates List, unless the Bank and Client agree otherwise in any form. The Bank makes the Exchange Rates List available to Clients through the Public Website and the Business Locations, while the full Exchange Rates List is available to the Client at Business Locations on request. The Bank may announce changes in the Exchange Rates List exchange rates that are stipulated by the Bank based on the current situation on the foreign exchange markets, and the conditions for use of such exchange rates.

**III. Concluding Provisions**

**17. Governing Law and Jurisdiction**

Legal relations between the Client and the Bank are governed by the legal order of the Czech Republic, and relevant courts of the Czech Republic are competent to resolve disputes between the Client and the Bank, unless otherwise agreed.

**18. Binding Language Versions**

Unless the Agreement provides otherwise, in the event there are multiple language versions, the Czech version of the GBC, the Product Conditions and the Agreement prevails.

**19. Severability**

If a provision of these GBC or any part hereof (hereinafter "GBC Provisions") is found to be invalid, ineffective or unenforceable, this fact does not have any bearing on the validity, effect or enforceability of the other GBC Provisions. In such a case the legal relations affected by or which were to be affected by such invalid, ineffective or unenforceable GBC Provisions are governed by those provisions of the relevant legal regulations that most closely correspond to the intention of the parties arising from such invalid, ineffective or unenforceable GBC Provisions.

## 20. Temporary Provisions

### 20.1. Replacing eBanka's General Business Conditions

In the case of Clients who have concluded an Agreement with the legal predecessor of the Bank, namely eBanka, and the obligations of such an Agreement are still in force, the provisions of Article 20.1 of the GBC, in the version effective until 12 January 2018, until the termination of the obligations under such an Agreement, shall apply.

### 20.2. Replacement of the General Business Conditions of Equa Bank for individuals – entrepreneurs and legal entities

For clients who are individuals – entrepreneurs, or legal entities and have entered into an agreement with Equa Bank a.s. or the Bank, an integral part of which are the General Business Conditions of Equa Bank for Individuals – Entrepreneurs, and Legal Entities (hereinafter also referred to as the "Equa Bank GBC"), the obligations of the Bank and of such clients under the above agreement continue to be governed by these GBC instead of the Equa Bank GBC, and references to the Equa Bank GBC in the respective agreements continue to be deemed to be references to these GBC. Any arrangement between the Bank and the clients identified in this provision of the GBC which replaces a subsection of the Equa Bank GBC with other terms and conditions (for example, different Product Conditions within the meaning of the GBC) will not be affected. Exception to this rule are the provisions of Articles 10.2 to 10.12 of the Equa Bank GBC in the wording effective until 13 November 2022, which will apply in the obligations of the Bank and the clients referred to in this GBC provision, who were bound by the wording of the Equa Bank GBC, throughout the period of duration of the secured debts or until the provisions are replaced by an express agreement between the Bank and the clients.

### 20.3. Replaced General Business Conditions of Equa Bank

In the case of clients who are natural persons – Consumers and have entered into an agreement with Equa Bank a.s. or the Bank that identifies the General Business Conditions of Equa Bank (hereinafter also referred to as "Equa Bank GBC for Private Individuals") as its part, the obligations of the Bank and such clients arising from such an agreement shall be governed by these GBC instead of the Equa Bank GBC for Private Individuals, and references to the Equa Bank GBC for Private Individuals contained in the relevant agreements shall be deemed references to these GBC. The above shall be without prejudice to any arrangement between the Bank and clients identified in this provision of GBC replacing any part of the Equa Bank GBC for Private Individuals with other contractual terms and conditions (such as different Product Conditions within the meaning of GBC).

### 20.4. Dissemination of Business Communications, Banking Secrets, and Processing of Personal Data

For Clients with whom the Bank has concluded or will conclude an Agreement prior to 10 September 2017, both the provisions of Articles 4.4, 8.7, 8.8 and 8.9 of the GBC and the definition of the term "Raiffeisen Financial Group" as specified by the version of the GBC effective until 10 September 2017 shall apply, i.e. until the Client gives Raiffeisenbank a.s. the relevant consent (with the dissemination of business communications, the disclosure of data constituting a banking secret, or the processing

of personal data for specified purposes) in an updated version and scope, or until the Client withdraws, wholly or in part, the consent granted through the GBC in Articles 4.4, 8.7, 8.8 or 8.9.

## 21. Effect

These GBC come into effect on ~~14 November 2022~~ as of **1 January 2024**.

## IV. Definitions of Terms

**Bank** means Raiffeisenbank a.s., with its registered office at Hvězdova 1716/2b, 140 78, Prague 4, corporate ID 49240901, entered in the Commercial Register maintained by the Municipal Court in Prague, file No. B 2051, and for the purposes of Agreements originating before 7 July 2008 this term includes also eBanka.

**Banking Business Day** means a business day on which the relevant Business Location is open for the purpose of providing Banking Services to Clients; for the purposes of executing Payment Transactions, Banking Business Days are set in the Information on Payment System Time-Limits.

**Banking Service** means any transaction, act, service or product provided by the Bank or in whose provision the Bank participates.

**Pricelist** means any document or its amendment (regardless of its title) issued by the Bank in paper, electronic or other form and containing fees for the provision of relevant Banking Services and possibly also the conditions for charging such fees, as well as the amount of costs the Client shall pay the Bank.

**CNB** means the Czech National Bank.

**Signatory** means an individual authorised by the Account Holder to dispose of Funds in the Account, with the Account, and/or to other acts in law, within the scope stipulated in the Signature Specimen or other stipulated manner. For the purposes of some Banking Services, the Signatory may be designated in another way, for example as a User.

**Disposable Balance** means the current balance of the Funds on the Account plus any provided and not yet used up authorised overdraft (authorised debit) on the Account and/or minus any amount blocked on the Account, in particular due to the performance of a statutory duty or Instruction of the Client.

**VAT** means value added tax.

**eBanka** means eBanka, a.s., with its registered office at Na Příkopě 19, Prague 1, corporate ID: 00562246, whose business assets passed to the Bank as a consequence of merger by amalgamation.

**Equa bank/Equa** – means the Bank's trademark for Banking Services which were provided by Equa bank a.s. until the effective date of the merger by acquisition of the Bank and Equa bank a.s. and which are provided by the Bank as the successor company after the effective date of the merger, including Banking Services which replace the original Equa Bank a.s.'s Banking services.

**Equa Bank a.s.** – means Equa bank a.s., ID No. 471 16 106, having its registered office at Karolinská 661/4, 186 00 Prague 8, which has been dissolved by merger with the Bank and whose assets and liabilities have been transferred to the Bank.

**Electronic Box** means the electronic mailbox in the Bank's

Internet/Mobile Banking used for delivering messages to the Client.

**Electronic Channel** means primarily e-mail, text message and the Electronic Box.

**Client** means any Consumer, another individual that is not a Consumer, or a legal entity entering into negotiations with the Bank with the objective of obtaining a Banking Service or in connection with obtaining a Banking Service and/or those to whom a Banking Service has been or is to be provided.

**Exchange Rates List** means a document released by the Bank in an Appropriate Manner, particularly through the Public Website, showing the exchange rates of currencies used by the Bank in particular for executing Payment Transactions involving currency exchange.

**Document** means a written document issued by an entity other than the Bank (such as an office or notary).

**Account Holder** means a Client who concludes or has already concluded with the Bank an Account Agreement, under which the Account was opened and under whose name the Account is maintained; for the purposes of determining the rights and obligations between the Bank and Client after the termination of the effect of the Account Agreement, a former Account Holder is also considered an Account Holder.

**Unauthorised Debit** means a receivable of the Bank against the Account Holder caused by withdrawal of more Funds from an Account than the actual Disposal Balance on the Account and that is due on the day following the day it arises. An Unauthorised Debit is also every receivable of the Bank against an Account Holder which the Funds on an Account would not be sufficient to settle and that is booked by the Bank on the Account.

**Business Location** means a Bank branch that provides Banking Services.

**Outgoing credit transfer** means remittance of the Funds from the Account to another account based on the Client's Instruction. The term outgoing payment is used with the same meaning in certain cases in the documents and materials intended for the communication with Clients.

**Personalised Security Elements** mean passwords, codes, numbers, combinations of numbers, letters and/or characters, Signature Specimens, PINs, certificates or any other data and data files the use of which, in conjunction with other measures, verifies the identity of the holder, expressing consent to the implementation of the Instruction or the Instruction to the Agreement or any other requirement of the holder, and whose purpose is to limit or prevent any unauthorised or fraudulent use of Payment Tools or any unauthorised execution of a Payment Transaction.

**Fixed Interest Rate** means a fixed interest rate determined for a period agreed between the Client and the Bank.

**Payer** means a person from whose account the Funds for executing a Payment Transaction are to be deducted or who makes the Funds available for execution of the Payment Transaction.

**Payment Tool** means equipment or a group of procedures that were agreed to between the Bank and the Client that pertain to the Client and by which the Client gives a Payment Order. Payment Order means an Instruction by

which the Payer or the Recipient requests that the Bank execute a Payment Transaction.

**Payment Service** means a Banking Service considered a payment service pursuant to the Act on Payment Systems.

**Payment Transaction** means the deposit of Funds into an Account, withdrawal of Funds from an Account or transfer of Funds.

**Signature Specimen** means the form (including electronic form) on which an Account Holder specifies a Signatory and the scope of authorisation. The Signature Specimen can also specify the right of a Signatory to dispose of an actual Account or other rights of the Signatory granted by the Account Holder. The Signature Specimen can also be marked in another way, for example as a protocol for setting access rights. The Signature Specimen may also include the unique identification of the Signatory by a specimen signature.

**Variable Interest Rate** means usually the sum of the relevant reference rate for the relevant period and the fixed variation agreed between the Client and the Bank.

**Instruction** means the Client's conduct towards the Bank other than an Instruction on the Agreement and consisting in the disposing of the Funds (such as a Payment Order) or any other act of the Client relating to the provision of Banking Services that is not an Instruction on the Agreement.

**Instruction on the Agreement** means an expression of the Client's will leading to the conclusion, change or termination of the Agreement, which can be made, inter alia, with the use of the Electronic Identification Tool issued by the Bank under the conditions set out by the Bank for the relevant Banking Service and the relevant Electronic Identification Tool.

**Product Conditions** mean business conditions of the Bank that are not the GBC and that regulate the provision of Banking Services, regardless of the name of such business conditions.

**Funds** mean money in any form or currency, in particular banknotes and coins, non-cash and electronic money.

**Interest Rates List** means the currently valid list of interest rates of Raiffeisenbank a.s. published by the Bank primarily through the Public Website.

**Incoming credit transfer** means adding the Funds to the Account from another account. The term incoming payment is used with the same meaning in certain cases in the documents and materials intended for the communication with Clients.

**Recipient** means an individual to whose account Funds are to be credited pursuant to a Payment Order or to whom Funds are to be made available pursuant to a Payment Order.

**Complaint Guidelines** mean the currently valid Complaint Guidelines of Raiffeisenbank a.s., which are published by the Bank in an Appropriate Manner.

**Agreement** means any arrangement between the Bank and the Client creating, changing or dissolving any contractual relationship between the Bank and the Client. An Agreement always includes the business conditions to which the Agreement refers.

**Consumer** means any individual who signs an Agreement with the Bank or otherwise deals with the Bank outside the framework of his business activities and/or his vocation.

**Technical Conditions** mean the business conditions of the Bank governing, in particular, the rules for the provision of Payment Services by the Bank, primarily the conditions for performing Payment Transactions.

**Permanent Address** means the address of permanent residence or stay (in the case of a Consumer), and the address of the registered office (in the case of an entrepreneur).

**Account** means an account opened and maintained by Bank for an Account Holder based on an Agreement; a technical or internal account of the Bank or a credit account is not considered an Account.

**Public Website** means the Internet site of the Bank accessible to the public, i.e. [www.rb.cz](http://www.rb.cz).

**Appropriate Manner** means a manner of informing which is adequate to the relevant Banking Service or delivered document, for instance by way of posting at the Business Locations, on the Public Website or via the Electronic Channel.

**GBC** means the General Business Conditions of Raiffeisenbank a.s.

**Foreign Payment Transaction** means a Payment Transaction that is not the Domestic Payment Transaction. Base Registries mean information systems of the public administration which the Bank is entitled to access. These particularly include the basic population register, residents and aliens register information system and the identity card register and passport register information system.

**The Payment System Act** is a law that regulates, among other matters, the rights and obligations of users and payment service providers.

**Delivery** means mail, message, documents or electronic files.