



This English version of the contractual document is for information only and is not legally valid. In the event of any discrepancies between the Czech and English versions, the Czech version shall prevail.

These terms and conditions describe in detail the rights and duties arising from the contract for the provision of direct banking services. Please read this document thoroughly. We shall gladly answer any of your questions.

Article 1. General Terms and Conditions of the Use of Direct Banking

- 1.1 You can use the direct banking services (hereinafter the "PB Services") round the clock, 7 days a week, except on Sundays from 01:00 hrs to 04:00 hrs. Certain PB Services may also be inaccessible be due to technical reasons from 22:00 hrs to 6:00 hrs. We reserve the right to change the shutdown hours if necessary. We shall be entitled to block access to the PB Services or to change or suspend the provision thereof for as long as necessary (i) if it is inevitable due to serious reasons, in particular of security nature, or (ii) in case of increased risk of you not being able to repay a loan (credit) you are entitled to draw using the Orders submitted via the PB Services. We shall notify you of this fact and its causes in advance or, if it is not possible, immediately afterwards by telephone, fax, e-mail or by registered letter, unless such notification contravenes the law. We shall be entitled to block access to the PB Services or suspend the provision thereof in cases envisaged by law. Besides, we shall be entitled to cancel or block access to the PB Services to any User if it is proven beyond any doubt that he/she is no longer entitled to act on your behalf.
- 1.2 You may use the PB Services to operate all accounts we keep for you, provided that we make it possible and unless agreed otherwise in the Contract. Further, we shall automatically provide you with the PB Service along with your accounts opened in future. If you have entered into the Contract as a consumer, you may only use the PB Services to access and operate your consumer accounts; If you have entered into the Contract as a natural person (business), you may only use the PB Services to access and operate your business accounts.
- 1.3 You shall use the PB Services through the agency of Users. If you are the Client – natural person, you may use the PB Services on your own, as the User, or another User – Plenipotentiary may use it on your behalf. At the same time, you may also use the service to access and operate other Client's accounts, as the User – Plenipotentiary or, in case of a Client – legal person. If you are the Client – legal person, the User – Statutory Body or the User – Plenipotentiary may use the service on your behalf.
- 1.4 We reserve the right to refuse to provide the PB Service to your legal representative or caretaker, or specify the manner in which such individuals may use the PB Services on your behalf.
- 1.5 **Minor Client.** If you are a minor Client, we may set certain restrictions on the use of the PB Services, e.g. prohibition of submitting the Orders. In that case, you and your legal representative may use the PB Services only to get information about balances in the Accounts and history of transactions. A statutory representative of a minor Client shall lose his/her entitlement as from the moment of the Client's coming of age.
- 1.6 If the Contract is cancelled/terminated, or you are denied access to the PB Services, all your Users shall be automatically denied access via the PB Service to all your Accounts.
- 1.7 **Limits.** If the User Client is of legal age, the User's Account Limit shall always be equal to the Entity's Limit. In the case of minor Clients, the User's Account Limit shall not become equal to the Entity's Limit before they reach the age of majority.

Article 2. Direct Banking Services

- 2.1 Pursuant to the Contract, you may choose from the following PB Services, depending on your needs and the manner in which you shall use the direct banking (however, we may restrict the use of a specific PB Service to certain Clients only). If we allow you to do so, you can, in particular, operate the Accounts, enter into contracts on Banking Services or enter into contracts and legally negotiate with third parties through the selected PB Services.

MojeBanka Internet Banking

- 2.2 MojeBanka Internet Banking is a service intended in particular for Clients – consumers and accessible from our Internet pages. The service may only be used by a User who is a holder of an Electronic Signature

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creation method with a mobile telephone number (operated by a domestic provider) agreed upon for receiving the one-time activation code or, as the case may be, the Authorisation SMS Messages.

MojeBanka Business Internet Banking

- 2.3** MojeBanka Business Internet Banking is a service intended in particular for Clients – businesspersons and legal entities and accessible from our Internet pages. The service may only be used by a User who is a holder of an Electronic Signature creation method with a mobile telephone number (operated by a domestic provider) agreed upon for receiving the one-time activation code or, as the case may be, the Authorisation SMS Messages.

Profibanka Internet Banking

- 2.4** Profibanka Internet Banking is a service intended in particular for Clients – businesspersons and legal entities. You can use it after an appropriate Application is installed, which we shall supply to you on an installation medium. The service may only be used by a User who is a holder of a Personal Certificate stored on a chip card.
- 2.5** If you are the Client – consumer and, at the same time, a businessperson or Statutory Body of a Client – Legal Person that uses Profibanka Internet Banking, you may use Profibanka Internet Banking to access and operate your private Accounts, on the condition that you have entered into the Contract with us as the Client – Consumer.

Direct Channel

- 2.6** The Direct Channel service is only provided as part of MojeBanka or MojeBanka Business Internet Banking. You can use it after an appropriate Application is downloaded from our Internet pages and installed. We shall not supply the Application on an installation medium unless you arrange for ProfiBanka Internet Banking. The service may only be used by a User who is a holder of a Personal Certificate stored on a chip card.

Mobilní banka Internet Banking

- 2.7** Mobilní banka Internet banking is a service intended for all kinds of Clients. It is necessary to have a mobile device with an application installed so that you can use this service. It cannot be used unless activated by the User at a Bank's point of sale or via MojeBanka or MojeBanka Business Internet Banking. The service cannot be utilised unless a specific mobile device is paired with the Mobilní banka application installed in the device. The pairing shall be made automatically upon the first logging. If the pairing fails, it is necessary to apply for the repeated sending of the one-time activation code. When the User's identity is verified, authorisation is made, or the Signature is attached, the User shall use a password he/she has pre-set on initial activation of the application. A verification on the operating system level can be used instead of the password under certain conditions set by us, specifically a fingerprint verification, face recognition technology, or other portable device owner identification technologies we shall accept.
- 2.8** When activating this service, the User can choose either passive or active access, depending on his/her needs. While passive access only allows for viewing the Account, active access makes it possible to execute the Orders. If the service is activated at the Bank's point of sale, uniform access is always set for several mobile devices, which the Client can subsequently alter via MojeBanka or MojeBanka Business Internet Banking services. We shall also be entitled to make other accounts, which are associated with products offered as part of MojeBanka and MojeBanka Business Internet Banking, accessible to the User.
- 2.9** The accounts operated via this service are the owner's own accounts or the accounts assigned by their owner for the operation by the Administration Order. You may alter the list of the automatically accessible accounts by an amendment to the Contract and the list of the accounts automatically accessible to the User by an Administration Order or via on-line administration. The accounts to which payments can be made are any CZK accounts held in the Czech Republic and SEPA payments.
- 2.10** When logging in to this service, the User may make two errors while entering security elements. After the third incorrect try of the security elements, the access to the service shall be blocked. The User can only unblock the access to the service at a Bank's point of sale or via MojeBanka or MojeBanka Business Internet Banking.
- 2.11** The User may view a transaction history relating to the Accounts. The statements of cleared transactions concerning a given Account shall be available via this service on the Business Day following the clearing of

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the transactions (at the latest).

Article 3. Contract

- 3.1 The Contract under which you use the PB Services shall be governed by the law of the Czech Republic, in particular by the Civil Code¹ starting from its effective date, even in case of Contracts entered into before that date. However, the execution of the Contract, as well as any and all rights and duties arising under the Contract before the effective date of the Civil Code, shall be judged based on previous law
- 3.2 Unless agreed otherwise, we shall not enter into a Contract with you unless we keep for you at least one CZK current account. You shall pay fees for the PB Services in line with the Contract and Tariff of Fees, depending on the account from which the fees for the use of the PB Services are to be debited pursuant to the Contract. We shall charge you with the fees for the use of the PB Services and other fees as per the Contract and Tariff of Fees, including fees for the use of PB Services by the Users, to the debit of the CZK current account specified in the Contract.
- 3.3 By signing the Contract, you acknowledge that we shall provide the PB Services after the technical parameters specified in the Technical Terms and Conditions are met. You further confirm to have familiarised yourself with the contents and meaning of the Decalogue of the Security.

Article 4. Special Terms of Using the Direct Banking

The Multiple/Multilevel Authorisation

- 4.1 You may arrange the Multiple/Multilevel Authorisation in the Contract for MojeBanka, MojeBanka Business or Profibanka Internet Banking. The Multilevel Authorisation can only be arranged for if you have, at the same time, arranged for the Multiple Authorisation. The User shall not be entitled to make use of the authorisation unless an appropriate Authorisation Role is pre-set first.
- 4.2 If the Multiple/Multilevel Authorisation has been arranged and the funds in an Account should be handled, or an FX Payment executed in excess of the User's Account Limit or Individual FX Payment Limit of the given User, the relevant Order should also be authorised (countersigned) by as many Users with the "Authoriser 'A'" Authorisation Role as required by the Contract. If the Multilevel Authorisation has been pre-set, a transaction should also be authorised by at least one User with the "Authoriser 'B'" Authorisation Role. If the Multilevel Authorisation is cancelled, all Authorisers 'B' shall automatically become Authorisers 'A'. If the Multiple Authorisation is cancelled, all Authorisers 'A' shall automatically become Standard Users.

Administration Order

- 4.3 An Administration Order submitted at your point of sale may be used to set, change or cancel all Users and their authorisations for a specific Entity, i.e., in particular the PB Service type, on-line administration, activation of the Client after the installation of an appropriate Application on a PC (personal computer) in case of the Profibanka Internet Banking, Authorisation Role, list of Accounts that the Plenipotentiary shall operate, User's Account Limits, Individual FX Payment Limit, and Special authorisation to sign and view the documentation.
- 4.4 In the event of termination/expiry of the Statutory Body's right to act on behalf of the Client, we shall be entitled to cancel the Statutory Body's right to use the PB Services without issuing an Administration Order by the Client, if it is undoubtedly proven that the Statutory Body is no longer authorized to act on behalf or in the name of the Client.
- 4.5 In case of the on-line administration, the User may set, change or cancel individual Users and their authorisations for a specific Entity via MojeBanka, MojeBanka Business or Profibanka Internet Banking as follows:
 - **User's Rights Setting**
The User, other than a Plenipotentiary, may authorise a third party as a Plenipotentiary and set his/her authorisation, i.e. in particular the PB Service type, on-line administration, activation of the Client after the installation of an appropriate Application on a PC (personal computer) in case of Profibanka Internet Banking, Authorisation Role, list of Accounts that the Plenipotentiary shall use, and his/her User's Account Limit and Individual FX Payment Limit.
 - **Access Rights Setting**
The User may set, change or cancel, with respect to a specific User (a Plenipotentiary only with respect

¹ Act No. 89/2012 Coll., the Civil Code, as amended.

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to himself/herself or another Plenipotentiary), in particular the PB Service type, activation of an Entity after the installation of an appropriate Application on a PC (personal computer) in case of ProfiBanka Internet Banking, list of Accounts that he/she shall use, and his/her User's Account Limit and Individual FX Payment Limit.

▪ **Roles Setting**

The User, other than a Plenipotentiary, may set, change, or cancel with respect to a certain User, the on-line administration authorisation and/or Authorisation Role.

▪ **Special Authorisation to Sign and View the Documentation**

The User, other than a Plenipotentiary, may authorise another User to sign documents contained in the Mailbox and view them under the terms and conditions specified below.

▪ **Cancellation of a User**

The User, other than a Plenipotentiary, may cancel the authorisation of a Plenipotentiary with respect to a specific Entity.

▪ **Special Authorisation for the On-Line Administration of Payment Cards**

The User, other than a Plenipotentiary, may authorise another User to administer debit cards provided along with the Account in an on-line mode and to the extent allowed by the Bank. This authorisation always applies to all accounts of the Client, which the given User has or shall have assigned for operation.

Rules of the On-Line Administration

- 4.6 If you are the Client – natural person, you may set or cancel your on-line administration authorisation at any point of sale of the Bank. If you are the Client – legal person, your Statutory Body may be granted the on-line administration authorisation at a Bank's point of sale or via MojeBanka Business or ProfiBanka Internet Banking by another Statutory Body, provided that such party has already been granted the on-line administration authorisation and is entitled to assign it by a roles setting Administration Order. A User under 18 years of age shall not be permitted to perform the on-line administration.
- 4.7 If the Multiple/Multilevel Authorisation has been arranged and the on-line administration is used, Signatures of Administration Orders shall be subject to the Multiple/Multilevel Authorisation, with the following exceptions:
- If the Multilevel Authorisation has been pre-set, the agreed-upon types of Authorisation Roles shall not be applied, i.e., only an agreed-upon number of Signatures must be ensured unless specified otherwise below. If you are the Client – natural person, you shall always be entitled to sign the Administration Orders on your own while performing the on-line administration.
 - If you are the Client – legal person, Signatures of the required number of Users – Statutory Bodies within the scope of the agreed-upon number of Signatures must be attached to a User's rights setting order and role setting order.
 - In case of an access setting order, Signatures of the maximum number of Users within the scope of the agreed-upon number of Signatures shall suffice.
 - If you are the Client – legal person, a Signature of a single User – Statutory Body attached to an order for the cancellation of a User shall suffice.
- 4.8 If the Multiple/Multilevel Authorisation has been arranged, on-line Administration Orders dispatched for authorisation must be co-authorised by another User who has the right to authorise.
- 4.9 If you use the Administration Order to set another User's access to an agreed-upon service, you shall be obliged to obtain his/her consent with disclosing his/her personal data in the Administration Order.

Article 5. Direct Banking Use and Documentation Signing Mode

- 5.1 **Outline of Functions and Services.** A summary of functions and services you may currently use as part of particular PB Services is available at our Internet pages or at our points of sale under the title '**The Outline of KB Direct Banking Functions**' and '**The Outline of Functions of KB Mobilní banka Internet Banking**'. Different PB Services may have different functions and features depending on their technical solution. Some of the functions and features are described below. The full functionality of Internet Banking and the PB Services, in particular the Mobilní Banka, depends on meeting the technical criteria set out in the Technical Terms and Conditions and on using the current version of the mobile application. You shall be liable for any damages incurred by you or us as a result of your failure to comply with these criteria or as a result of using an outdated version of the mobile application.
- 5.2 **Signing documents in the Mailbox.** You may use the Mailbox to submit applications/requests, deliver documents to us and/or take other actions, including signing the contractual documentation related to the Banking Services. Similarly, you may use the Mailbox, through our mediation, to deal with the Bank's Financial Group Members, provided that you are allowed to use the Mailbox to this purpose. If you are the

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Client – legal person, we may require that the Signatures of the Users – Statutory Bodies be in line with the manner in which they act externally on your behalf of according to the Trade Register.

- 5.3 Signing documents via PB Services.** In addition to signing the documents in the Mailbox, you shall be entitled, as part of selected PB Services, to enter into contracts on Banking Services with us, or – through our mediation – into other contracts with the Bank's Financial Group Members, or give your consent with the manner of providing of key information, pre-contractual information, and product terms and conditions, within the extent of The Outline of KB Direct Banking Functions and The Outline of Functions of KB Mobilní banka Internet Banking, provided that we make it possible in a particular case. If you are the Client – Legal Person and we shall allow you to enter into a specific contract or give your consent with the manner of providing, it shall suffice that the contract is signed or the consent given with a Signature of any User – Statutory Body, notwithstanding the manner in which he/she acts in your behalf, unless we require otherwise in a particular case. For this purpose, you hereby give the User – Statutory Body special power of attorney. The above provisions of this Article shall apply accordingly also to the execution of amendments to already existing contracts.

Payment Services

- 5.4** You may execute Orders as part of the PB Services within the scope and under the terms and conditions set forth in the Notice on the Payment System, which also contains rules of controlling and reducing the payment limits.

Building Savings

- 5.5** You may view this product as part of MojeBanka or Mobilní banka Internet Banking.
- 5.6** As part of MojeBanka Internet Banking, you can fill in a draft of the building savings agreement with the Modrá pyramida building savings bank, attach your Signature thereto, and send it to us via this service, if you are the Client – Consumer over 18 years of age. We shall inform you about the execution of the building savings agreement with Modrá pyramida, which we are entitled to represent, in an agreed-upon manner via this service. You shall subsequently receive the same information from Modrá pyramida by post.

Investing

- 5.7** You may use this service as part of MojeBanka, MojeBanka Business, or Mobilní banka Internet Banking, if you are the Client – Consumer over 18 years of age, unless specified otherwise in a Handbook and herein. Detailed information can be found in the Outline of Functions and Services.
- 5.8** The Collective Investment Contract shall be executed and become effective as of the moment you shall attach your Signature thereto and send it to us via the relevant PB Service.
- 5.9** We shall be entitled to suspend entering into the Collective Investment Contracts temporarily or permanently.
- 5.10** If you have entered into a relevant Collective Investment Contract, you shall be entitled to ask for the redemption (resale) of securities issued by Funds or a transfer between different Funds; however, only in case of book-entered (dematerialised) securities issued by Funds. The redemption (resale) of securities issued by Funds or a transfer between different Funds upon your request shall be made in accordance with terms and conditions contained in statutes of the relevant Funds. Transactions referred to in this Article must always be settled through a current Account. We shall be entitled to suspend or terminate the purchase or redemption (resale) of securities issued by Funds or a transfer between different Funds temporarily or permanently.
- 5.11** If you are the Client – natural person owning securities of various Funds, the list of securities issued by the specific Funds shall also be available to the User – Statutory Body.

Bank's Notices

- 5.12** As part of MojeBanka, MojeBanka Business, Profibanka and Mobilní banka Internet Banking, the User may prearrange the sending of non-recurring notices on Orders (except for Batches). The notices may be sent at as many as five addresses in the form of a fax, SMS message (on the territory of the Czech Republic), or e-mail.
- 5.13** As part of MojeBanka, MojeBanka Business and Profibanka Internet Banking, the User other than a

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Plenipotentiary may prearrange the sending of regular notices related to the Client's Accounts (e.g., the balance, movements in the Account, transactions executed using a debit card provided along with the Account, due date of a deposit, etc.) or sending of regular notices not directly related to the Client's Accounts (e.g., rates of Funds, exchange rates, etc.).

- 5.14 Notices sent to the addressee shall be considered sent off by the Bank if they have been:
- Demonstrably sent to a mobile telephone network provider (for notices sent by SMS);
 - Demonstrably sent at a specified fax number (for notices sent by fax);
 - Sent at a given e-mail address (for notices sent by e-mail).
- 5.15 Notices in the form of SMS messages may only be sent at telephone numbers of clients of domestic mobile telephone network providers.
- 5.16 We shall not be held liable for non-delivery or late delivery of a notice resulting from circumstances beyond our control, in particular those caused by a mobile telephone network provider, public telephone lines or the Internet network. We shall not be responsible, either, for the activation and functionality of the service via which the addressee received the SMS messages on his/her mobile phone. We shall only charge fees for notices that have been demonstrably sent off.
- 5.17 If you had also used another service that can be used for pre-setting parameters of a notice before the specific PB Service was cancelled, and are going to use such a service thereafter, the pre-set rules for sending the notices shall remain in force and may only be changed and/or cancelled via the aforesaid service.

Electronic Statements

- 5.18 This service allows arranging for sending the Electronic Statements of those Accounts to which Electronic Statements can be made out, and for their downloading via a specific PB Service.
- 5.19 You may arrange for sending the Electronic Statements via a specific PB Service or at your point of sale. However, the Plenipotentiary shall not be entitled to arrange for sending the Electronic Statements via a specific PB Service.
- 5.20 The manner and frequency of sending the Electronic Statements of Accounts, or paper-based statements of Accounts, shall be arranged via a PB Service Internet Banking by an amendment to the relevant contract for opening and maintaining the Account for which sending the Electronic Statements is arranged. The amendment shall be executed and shall come into effect at the moment at which you shall attach your Signature thereto and send it to the Bank via the relevant PB Service.
- 5.21 The arranged Electronic Statements shall be delivered to you at the moment we shall make them available for downloading via the relevant PB Service.
- 5.22 Any User may download the Electronic Statements. They shall be available for the period of time specified in the Handbook. After the lapse of the above deadline, the Electronic Statements shall only be available, upon request, as archived Electronic Statements.

Mailbox and Notice Board

- 5.23 **Mailbox – messages and notice board.** We primarily use the message Mailbox (provided along with MojeBanka, MojeBanka Business and Mobilní banka Internet Banking) and the notice board (provided along with Profibanka Internet Banking and Direct Channel service) to meet our duty to inform as required by law and for security reasons.
- 5.24 **Mailbox – documents.** In addition to signing the contractual documents, we shall send you certain contractual documents and selected messages, in particular those concerning proposed changes and amendments to the General Conditions, Product Terms and Conditions, Notices and Tariff of Fees, as well as other amendments to the contract, via the Mailbox, in accordance with the General Conditions. You shall be obliged to read the received documents and messages thoroughly.
- 5.25 **Durable medium and archiving.** The Mailbox – documents is considered as a durable data medium. As the accessibility of documents delivered to the Mailbox is limited, you shall be obliged to ensure their archiving on a durable data medium of your own.

Open Banking

- 5.26 **Third parties' access pursuant to the Payments Act.** In accordance with applicable law we shall enable access to the Payment Account to the Payment Initiation Service providers, the Payment Account

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Information Service providers, and entities issuing payment cards, for the purpose of confirming the Payment Account balance.

- 5.27** The payment orders forwarded to us by the Payment Initiation Service provider shall be processed in accordance with the provisions of the Notice on the Payment System, Part (D), which govern the provision of payment services provided via the PB Services, within the scope of the limits set for the PB Service.
- 5.28** **Aggregation.** Within the current scope of functions available under various PB services and upon your explicit consent, we can provide you with information about your payment accounts held with third parties for which you have allowed providing such information, concerning particularly balances in the accounts and their transaction history. We shall not be held liable for the correctness, content or possible unavailability of such information we shall have received from third parties.
- 5.29** **Access to the account through API.** We shall make it possible for any User to get information about the Account and the payment cards issued by us through our API interface under the terms and conditions set by us. Information about the scope of the service can be found at our <http://www.kb.cz/api> website and in product sheets of the respective services. We shall be entitled to refuse or cancel the registration to access the API in the event of serious doubts about the trustworthiness of a third party.
- 5.30** **Batch Payments via API.** Subject to our terms and conditions, we shall allow any User to submit to us Payment order in the form of a Batch via our API. In order to use this service, you must have Moje banka business, Profibanka or Direct Channel internet banking services activated, in which you shall authorise the use of the Batch Payments via API service every 12 months. If you use a third-party application to connect to the API, you must not give that third party access to your data or allow them to transmit a Batch to us instead of the User. You are responsible for the protection and confidentiality of your strong authentication method and for the accuracy and completeness of the information transmitted in the Batch via the API. For further terms and conditions of this service, please visit our website at <http://www.kb.cz/api>.

Article 6. Complaints

- 6.1** You may lodge complaints concerning the PB Services at the Client Line or at the electronic addresses mojebanka@kb.cz or profibanka@kb.cz.
- 6.2** While you are lodging a complaint over the telephone, we shall provide you, upon your request, with the information about the date, time and number of the complaint, or other agreed-upon information.
- 6.3** You acknowledge that every call made over the Client Line shall be voice recorded.
- 6.4** If a dispute arises under the payment system, you may approach a financial arbitrator under the terms and conditions set forth by applicable law.²
- 6.5** Any User may lodge complaints on your behalf.

Article 7. Direct Banking Security and Your Duties

- 7.1** In order to ensure secure access to the PB Services, we use, without limitation to it, the public key infrastructure (PKI) that meets all requirements concerning security by using asymmetric encryption, verifying the User's identity by a Personal Certificate or another Electronic Signature creation method pursuant to the Electronic Signature Contract, and using the Signature as proof of data indisputability and integrity. In order to ensure secure access to the PB Services, we shall be entitled to use additional security elements (e.g., SMS Login Code) and also collect and evaluate information relating to Users' access to the PB Services. Acts and deeds signed with a Signature of a Plenipotentiary are binding for you. We shall be entitled to make the use of the Signature dependent on other security features (e.g., Authorisation SMS Message).
- 7.2** We shall not be held liable for cases where the Service cannot be used due to circumstances beyond our control and/or beyond the control of our partners (e.g., power failure, interruption to the connection with the Bank via a public telephone/Internet network, strike etc.). Unless you are a Client – Consumer, we shall not be obliged to demonstrate that we have followed the procedure that makes it possible to verify that an Order has been submitted, a particular payment transaction has been authorised, correctly documented and entered in the books, and it has not been affected by technical problems or other flaws.
- 7.3** Electronic communications networks (public telephone lines, mobile network lines, e-mail and fax) used for communication between the Bank and the Client pursuant to these Conditions are beyond the Bank's direct control; the Bank is therefore not liable for any damage caused to the Client by their potential misuse. The relevant providers of electronic communications services are obliged to secure the protection of these

² Act No. 229/2002 Coll. On Financial Arbitrator, as amended.

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- networks and the confidentiality of messages sent via the networks, as envisaged particularly in Act No. 127/2005 Coll., on Electronic Communications, as amended.
- 7.4** You shall be obliged to abide by the Decalogue of the Security, in which some elementary principles of safe use of the PB Services are defined. We recommend you to consult the document every time before using a PB Service.
- 7.5** You shall be obliged to check continuously whether the statements of accounts you receive correspond to the submitted Orders and whether we have executed or rejected the submitted Orders. You shall be obliged to notify us, without any unnecessary delay, of any ascertained faults in the clearance of the Orders and/or faults and other discrepancies associated with the keeping of the Accounts. Belated notification may result in denial of your (or User's) claim for damages or titles arising from an unauthorised or incorrectly executed payment transactions pursuant to the Notice on the Payment System.
- 7.6** You shall be obliged to inform us without any unnecessary delay whenever you suspect that a fault has occurred in the software, or the process of sending/receiving the payments, the password or the encryption key has been misused. Following such notification, we shall be entitled to suspend the use of PB Services. You undertake to co-operate with us in implementing corrective measures proposed by us. Belated notification may result in denial of your (or User's) claim for damages or titles arising from an unauthorised or incorrectly executed payment transactions pursuant to the Notice on the Payment System.
- 7.7** We shall not be held liable for the malfunctioning of the Application installed on a PC you use or malfunction of the PB Services caused by a third party (e.g., software manufactured by another merchant/supplier; computer virus infection; workstation hardware fault etc.) or by force majeure. We shall charge fees as per the Contract and Tariff of Fees for repeated activation (resumption) of the Application.
- 7.8** We shall only be liable for data received and confirmed by us. We shall not be held liable for any possible damage resulting from an erroneous or duplicated input of the data (submission of Orders) via the PB Services.
- 7.9** Any and all information related to the direct banking system, PB Services and their use is confidential and you must not use it contrary to purpose for which it has been provided.
- 7.10** You shall be obliged to protect the security data, in particular the Electronic Signature creation method, the password and, as the case may be, the PIN and PUK Codes, from possible loss, disclosure, theft or unauthorised use and the like. Further, you shall be obliged to protect your own computer system and component parts thereof, including portable devices, from misuse. You must also ensure that, as long as you are being logged in to the PB Service whereby a GSM mobile telephone is used, no third party has access to such a GSM mobile telephone.
- 7.11** You undertake to take any necessary steps to protect the direct banking system from any misuse by third parties. In particular, you are not allowed to store other persons' identification elements in your portable device if you use a fingerprint reader or face recognition technology, or to allow any third person to store his/her identification elements in your device. The foregoing shall accordingly apply also to other technologies that we shall accept and that may allow for identifying a portable device's owner on the operating system level.
- 7.12** You shall be obliged to notify us of any risk of misuse of the PB Services, including any suspected misuse of a portable device, or a loss thereof, without any unnecessary delay and ask us to block the access to the PB Service. We shall subsequently be entitled to block access to the PB Services or change or suspend the provision of the PB Services. The Plenipotentiary shall only be entitled to request blocking of his/her access to the PB Service. In case of suspected abuse of the PB Service or your portable device, you shall also be obliged to report this fact to law enforcement authorities.
- 7.13** We shall be entitled to collect data and information related to your use of the PB Services for security reasons, in particular in order to prevent any possible misuse of the PB Services. For the same reason, we shall be entitled to limit the use of the Mobilní banka Internet Banking service whose operating system has been altered.
- 7.14** You may only use the Application for the agreed-upon purpose and must not distribute, modify or copy the Application without our prior written consent.
- 7.15** You shall be obliged to stop using the Application as soon as the Contract ceases to be effective and, subsequently, uninstall it from your PC; delete any and all copies of the Application you have at your disposal; and prevent third parties from using the Application.
- 7.16** You undertake to familiarise yourself with the Contract, Conditions, Technical Terms and Conditions, relevant Handbooks and the Decalogue of the Security, and to see to it that the Users shall abide by the aforesaid documents. Any and all duties relating to the protection of the security elements and PB Services from a possible misuse shall accordingly apply to the User who uses the PB Services that are provided to you.
- 7.17** You shall discharge your duty to inform us as required by these Conditions, particularly in this Article, at

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your point of sale, via the Client Line, or at another telephone number communicated by us. Should you fail to fulfil your duty to inform us within 3 Business Days of the day on which such duty has arisen without being prevented from doing so by particularly serious reasons, you shall be deemed to have failed to notify us without any unnecessary delay.

- 7.18** You shall be held liable for any damage we may suffer as a result of you breaching your duties set forth in this Article.
- 7.19** We shall not be held liable for any unauthorised or incorrectly executed payment transactions as envisaged in the General Conditions, for any damage you may suffer as a result of a breach of your duties set forth in this Article, or for any loss or damage resulting from an incorrect authorisation or non-execution of a transaction due to reasons caused by you or a payee.
- 7.20** If you ascertain that access to the PB Service has been blocked, you shall be obliged to take all necessary steps to unblock or regain access to the Service without any unnecessary delay, so that you can access information about the Payment Services we provide to you pursuant to the Payments Act³.
- 7.21** The User shall be obliged to secure his/her/its internal network while accessing the Internet.
- 7.22** In accordance with Commission Regulation (EU) 2018/389, we apply a transaction monitoring mechanism to detect unauthorised or fraudulent payment transactions. As part of your login to the following direct banking services: MojeBanka, MojeBanka Business, Profibanka, and Mobilní Banka, we process and evaluate data about your device, browser and the connection in progress to identify signs of malware infections. The processing is carried out using the IBM Trusteer component, which is provided to us by IBM Czech Republic, spol. s r.o. (Company ID:: 14890992). The data is stored for the time necessary to identify and evaluate possible threats. Further information on the personal data processing can be found in the document entitled Information on the Processing of Personal Data for Our Clients available on our Internet pages.

Article 8. Termination of the Contract

- 8.1** The Contract shall expire/be terminated:
- At the date of the expiry/termination of a contract for opening and maintaining the Account from which we are entitled to collect payments of fees for provision of the PB Services;
 - Upon a change of the person for whom we keep the Account from which we are entitled to settle the fees for the provision of the PB Services, as from the date at which we learn of such a change;
 - By a notice of termination from any of the contracting parties. Both you and we shall be entitled to terminate the Contract in writing at any time. The notice of termination shall become effective at 8:00 hrs on the Business Day following delivery thereof to the other contracting party, unless the notice states otherwise and/or unless we terminate a Contract with a Client – Consumer, in which cases we shall be entitled to terminate the Contract in accordance with the General Conditions; or
 - As at the Conclusive Date.
- 8.2** Our right to cancel the Contract in accordance with the General Conditions shall not be prejudiced by this provision.

Article 9. Definition of Terms

- 9.1** Capitalised terms used herein shall have the following meaning:
- “**Account**” shall mean any of the Client’s current accounts, saving accounts or credit accounts kept with the Bank and accessed via a PB Service.
- “**Administration Order**” shall mean a power of attorney by which the Client authorises the User to use a particular PB Service to the extent set forth in the Administration Order and Contract. At the same time, a Client – natural person uses an Administration Order to set his/her User authorisation to the extent set forth in the Administration Order and Contract. The extent of authorisation of a Client’s statutory agent (proxy) may also be set by an Administration Order, in which case the statutory representative (proxy) or caretaker shall be considered a Plenipotentiary for the purpose of the Contract. A statutory representative of a minor Client shall lose his/her entitlement as from the moment of the Client’s coming of age.
- “**AMUNDI ČR**” shall mean Amundi Czech Republic, investiční společnost, a.s., registered office at Rohanské nábřeží 693/10, Karlín, 186 00 Praha 8, IČO (Company ID): 60196769, entered in the Commercial Register kept at the Municipal Court in Prague, section B, insert 2524.
- “**Amundi Fund**” shall mean the Amundi Fund corporation, an investment company with variable registered capital (SICAV) incorporated under the Luxemburg law, as defined in its statutes, whose sub-funds and

³ Act No. 284/2009/Coll., the Payments Act, as amended.

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their securities are publicly offered by the Bank in the Czech Republic.

"Application" shall mean a software application provided by the Bank to the Client and supporting ProfiBanka Internet Banking and the Direct Channel service.

"Authorisation Role" shall mean the scope and extent to which a particular Use is authorised. A User may be granted one of the following Authorisation Roles:

"Authoriser 'A'" is a User who may, if the Multiple/Multilevel Authorisation has been arranged, independently handle (dispose of) the funds in the Account and make FX Payments up to his/her User's Account Limit or Individual FX Payment Limit. As for amounts over these limits, he/she only may sign an Order and forward it for further authorisation to meet the agreed-upon number of Signatures of Authorisers A or, in case of the Multilevel Authorisation, also of Authorisers B or, if he/she is the last User to attach his/her Signature, he/she may submit the Order by attaching his/her Signature.

"Authoriser 'B'" is a User who may, if the Multilevel Authorisation has been arranged, independently handle (dispose of) the funds in the Account and make FX Payments up to his/her User's Account Limit or Individual FX Payment Limit. As for amounts over these limits, he/she only may sign an Order and forward it for further authorisation to meet the agreed-upon number of Signatures of Authorisers A or, as the case may be, also of Authorisers B or, if he/she is the last User to attach his/her Signature, he/she may submit the Order by attaching his/her Signature.

"Authorisation SMS Message" shall be a message sent by the Bank to the User at an agreed-upon GSM mobile telephone number, by which the User shall receive an SMS authorisation code. The SMS authorisation code shall be used for identifying the User while using MojeBanka or MojeBanka Business Internet Banking, whereby the verification is made by the Electronic Signature creation method. This message may contain a payee's account number and a transaction amount.

"Bank" shall mean our company, Komerční banka, a.s., registered office at Praha 1, Na Příkopě 33/969, Postal Code: 114 07, IČO (Company ID): 45317054, entered in the Commercial Register kept at the Municipal Court in Prague, section B, insert 1360.

"Batch" shall mean a number of Orders in a form of a file (e.g., generated by the Client's accounting system) in a specific format.

"Business Day" shall mean a day that does not fall on a Saturday, a Sunday, a public holiday or other holidays within the meaning of the applicable law, on which the Bank is open for the provision of Banking Services and on which other institutions that take part in the provision of Banking Services, or on which the provision of the Banking Services depends, are open and provide the relevant services.

"Client" or **"Entity"** shall mean you, i.e., a legal or natural person to which we provide a PB Service under an executed Contract.

"Client – Consumer" shall mean a natural person who executes and performs the Contract for purposes not associated with his/her business or job activities, or a person requesting a provision of a Banking Service.

"Client Line" shall be the round-the-clock telephone hotline at the number +420 955 551 552 (for calls in the Czech Language) and +420 955 551 556 ("Customer Service KB" for calls in the English Language). The telephone number is available at the Bank's points of sale and at its Internet pages. The Bank shall notify the Client of a possible change to the telephone number well in advance.

"Client's Point of Sale" shall mean the Bank's point of sale that keeps an account for the Client. The term "your point of sale" is used herein within the same meaning.

"Collective Investment Contract" shall be a contract with an investment company or the Bank, which allows the Client purchase and/or resale and assignment/transmission/devolution of securities of different Funds and transfer between Funds.

"Conclusive Date" shall be a day on which the Bank learns, in a trustworthy manner, about the death of a Client, i.e., a day on which conclusive documents of the fact that the Client died or was declared dead are delivered to the Client's Point of Sale (these documents can be, e.g., death certificate, a court or notary memorandum of performing the inheritance proceedings, decision of the court with a legal power clause concerning the declaration of the Client's death).

"Conditions" shall mean these Direct Banking Terms and Conditions, which are the Product Terms and Conditions within the meaning of the General Conditions.

"Contract" shall mean a contract under which the Bank undertakes to provide the Client with the agreed-upon PB Services.

"Decalogue of the Safe Direct Banking" is a document in which basic principles of safe use of the direct banking are defined, which the Bank is entitled to amend. The Bank has made the Decalogue of the Safe Direct Banking public on its Internet pages. It is also available at the Bank's points of sale. This document is not a Notice as envisaged in the General Conditions.

"Electronic Signature" shall mean an advanced electronic signature within the meaning of the Regulation (EU) No. 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, based on the

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methods we make available to you under the Electronic Signature Contract or the contract for the issuance and use of the personal certificate.

“Electronic Signature Contract” shall mean a contract in which the Client arranges the Electronic Signature creation method.

“Electronic Statements” shall mean statements of accounts in the Portable Document Format (PDF) sent to the Client via a relevant PB Service, in which the Bank informs the Client about executed transactions and the balance in a relevant Account.

“Entity’s Limit” shall mean a maximum aggregate daily amount of funds that may be handled in all current Accounts, saving Accounts, and/or term Accounts by all Users associated with a given Entity.

“Funds” shall mean investment funds within the scope and to the extent offered as part of a particular PB Service (e.g., unit trusts administered by AMUNDI CR or sub-funds of the Amundi Fund corporation).

“FX Payment” shall mean a payment made on the basis of an Order to transfer, from an internal account of the Bank, the funds purchased at an agreed exchange rate under a separate contract covering the trading in financial markets entered into by the Bank and the Client.

“General Conditions” shall mean the General Business Terms and Conditions issued by the Bank.

“Handbooks” shall mean selected PB Services manuals issued by the Bank, which the Bank shall be entitled to amend, namely: the ProfiBanka Internet Banking Handbook, MojeBanka Internet Banking Handbook, MojeBanka Business Internet Banking Handbook, Handbook of the account reporting service, Handbook of the payment initiation service, and Handbook of the service confirming the balance to payment card issuers. The Bank makes the Handbooks public on its Internet pages. The Handbooks are not Notices as envisaged in the General Conditions.

“Individual FX Payment Limit” shall mean a maximum allowed daily amount of funds to be handled (disposed of) using an FX Payment.

“Mailbox” shall mean a space reserved in MojeBanka, MojeBanka Business and Mobilní banka Internet Banking. It is used in particular for mutual communication in specific cases, for meeting our duty to inform, and executing and archiving contractual documents. The Mailbox is divided into several segments, especially the messages-related segment and the documents-related one.

“Modrá pyramida” shall mean Modrá pyramida stavební spořitelna, a.s., a building savings bank, registered office at Praha 2, Bělehradská 222/128, Postal Code: 12021, IČO (Company ID): 60192852, entered in the Commercial Register kept at the Municipal Court in Prague, section B, Insert 2281.

“MojePlatba” shall mean a service that makes it possible to execute Orders to the debit of an Account in association with payments for goods and services offered for sale on Internet sites (web pages) of selected merchants.

“Multilevel Authorisation” shall mean a setting under which a given number of Users’ Signatures is required on two different levels in case of certain actions, so that certain PB Services can be used.

“Multiple Authorisation” shall mean a setting under which a given number of Users’ Signatures (between 2 and 5) is required in case of certain actions, so that certain PB Services can be used.

“Order” shall mean a payment order, i.e., an instruction in which the Client asks the Bank to execute a payment transaction (for example includes Payment Order, Standing Order, Collection Order, automatic transfer).

“Outline of KB Direct Banking Functions” and **“Outline of Functions of KB Mobilní banka Internet Banking”**, referred to jointly as the **Outline of Functions and Services**, are documents in which the Bank sets the scope of the PB Services functioning. The Bank publishes the Outlines of Functions and Services on its Internet pages and is entitled to update them from time to time. The Outlines of Functions and Services are not Notices as envisaged in the General Conditions.

“Payment Account Information Service” all be a service under which a third party entitled to provide us with such a service shall send you over the Internet information about the Payment Account that is accessible via Internet.

“Payment Initiation Service” shall be a service under which a third party entitled to provide us with such a service shall forward us, in your name and over the Internet, an Order for a payment from the Payment Account that is accessible via Internet.

“PB Service” or **“Direct Banking Service”** shall mean any of direct banking (PB) services, i.e., MojeBanka, MojeBanka Business, ProfiBanka, or Mobilní banka Internet Banking, and the Direct Channel service.

“Personal Certificate” shall mean a personal certificate issued by the Bank under the Contract for the Issue and Use of a Personal Certificate or the Electronic Signature Contract.

“Plenipotentiary” shall be a natural person other than a Statutory Body and the Client – natural person, entitled to use PB Services to the extent set forth in the Administration Order and Contract.

“Product Terms and Conditions” shall mean the Bank’s terms and conditions regulating the provision of separate Banking Services.

“Signature” shall mean a User’s Electronic Signature we accept for signing and authorising while direct

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banking is used under the Contract.

"SMS Login Code" shall mean a single-use code used for the identification of a User while logging in a PB Service (except Mobilní Banka Internet Banking), which the Bank is entitled to send to the User at the GSM mobile telephone number agreed-upon for sending an Authorisation SMS Message.

"Standard User" is a User who can independently and in his/her own right handle (dispose of) the funds in the Account and execute FX Payments up to the amount of his/her User's Account Limit or Individual FX Payment Limit, even if the Multiple/Multilevel Authorisation has been arranged. If the Multiple/Multilevel Authorisation has been arranged, a Standard User may only forward an Order whose amount is in excess of his/her User's Account Limit or Individual FX Payment Limit for further authorisation to meet the agreed-upon number of Signatures. A Client – natural person shall always be a Standard User.

"Statutory Body" shall mean, regardless of the manner in which they act externally on behalf of the Client – legal person, a natural person – statutory body of the legal person; a member of a statutory body of the legal person; or another natural person in a position similar to that of a statutory body of a similar legal person, authorised by the Client – legal person by an Administration Order to use a PB Service. A natural person, being a statutory body or a member of a statutory body of a legal person that is a member of a statutory body of the Client – legal person, or a person authorised by a legal person that is a member of a statutory body of the Client – legal person to represent the latter in the Client's statutory body, may only use the PB Service as the Plenipotentiary.

"Tariff of Fees" shall mean a list of all charges, other fees and payments for the Banking Services and operations associated with the Banking Services.

"Technical Terms and Conditions" shall mean a document in which the Bank sets technical parameters of the provision of the PB Services. The Bank makes the Technical Terms and Conditions public at its internet pages and is entitled to amend them. The Technical Terms and Conditions are not a Notice as envisaged in the General Conditions.

"User" shall be an entity entitled to use a PB Service provided to the Client, specifically, the Client – natural person, Statutory Body or Plenipotentiary.

"User's Account Limit" shall mean a maximum allowed daily amount of funds to be handled by the User himself/herself in the current Account, saving Account, and/or term Account operated by a User.

- 9.2** Submitting a request under these Conditions shall mean sending to the Bank of the request for processing via a relevant PB Service.
- 9.3** Any reference to our Internet pages shall mean a reference to www.kb.cz or www.mojebanka.cz or other Internet addresses we currently use or shall use in association with providing the PB Service.

Article 10. Final Provisions

- 10.1** We are entitled to amend these Conditions from time to time in the manner set forth in the General Conditions. We shall inform you about the amendment via the relevant PB Service or in the manner specified in the General Conditions.
- 10.2** These Conditions repeal and replace the Terms and Conditions of the Provision and Use of Direct Banking effective from 28 July 2021.
- 10.3** These Conditions come into effect as of 16 October 2021.