

**Article 1. Introductory Provisions**

- 1.1 The below Terms and Conditions of the Provision and Use of Direct Banking (hereinafter the "**Conditions**") represent Product conditions in terms of the General Terms and Conditions of the Bank (hereinafter the "**General Conditions**"). The Conditions and General Conditions form part of the Contract and the Client is obliged to familiarise himself/herself with them and to comply with them.
- 1.2 Capitalised terms used herein shall have the meaning as defined in Article 11 hereof.
- 1.3 Transactions under the payment system made using the DB Service shall be governed by the Notice on the Payment System, unless indicated otherwise herein.

Article 2. Contract and Terms of Provision of Direct Banking

- 2.1 The Client shall use the DB Service on the basis of a Contract. The Contract shall be governed by the law of the Slovak Republic.
- 2.2 By signing the Contract, the Client confirms to have familiarised himself/herself with the contents and meaning of the Technical Terms and Conditions and the Handbook, and undertakes to adhere to their provisions. Also, by signing the Contract the Client to have familiarised himself/herself with the Decalogue of the Safe direct banking and that he/she shall adhere to the principles contained therein.
- 2.3 The Client shall pay fees for the use of the DB Service in line with the Contract and Tariff of Fees, depending on the account from which the fees for the use of the DB Service are to be debited pursuant to the Contract.
- 2.4 The Bank shall only enter into the Contract with the Client if the Client has at least one EUR current account kept with the Bank. The Bank shall charge to the Client fees for the use of the DB Service and other fees as per the Contract and Tariff of Fees, including fees for the use of the DB Service by the User, to the debit of the EUR current account specified by the Client in the Contract.
- 2.5 The Client shall use the DB Service through the agency of Users. Only a holder of a Personal Certificate may be a User of the DB Service. Each User shall be obliged to administer his/her own Personal Certificate by himself/herself, in particular to see to it that the Personal Certificate is valid and effective. If the Personal Certificate or the smart card (chip card) containing the Personal Certificate are blocked, the User shall not be able to use the DB Service.
- 2.6 If the Contract is cancelled/terminated or Client's access to the DB Service is cancelled, Client's all Users shall be automatically denied access to Client's Accounts via the DB Service.
- 2.7 The Client acknowledges that, within the scope of a particular DB Service, a Plenipotentiary and/or Statutory Body shall always have access to information on balances and transactions executed in the Accounts their operate.
- 2.8 If The Multiple/Multilevel Authorisation has been arranged, Users' Signatures must be secured in accordance with the agreed-upon authorisation rules before any act falling within the scope of a relevant DB Service can be performed.
- 2.9 The direct banking is accessible 24 hours a day, 7 days a week, except on Sundays from 01:00 hrs to 04:00 hrs when the DB Service cannot be used due to technical reasons on the part of the Bank. The Client acknowledges that certain services may be temporarily unavailable due to technical reasons between 22:00 hrs and 6:00 hrs, particularly a direct debit mandate and Electronic Statements.
- 2.10 The Bank reserves the right to block access to the DB Service or to change or suspend the provision of the DB Service for as long as necessary (i) if it is necessary due to serious reasons, in particular of a security nature, or (ii) in case of increased risk of the Client not

being able to repay a loan (credit) he/she/it is entitled to draw using the Orders submitted via the DB Service. The Bank shall notify the Client of this in advance including its reasons or, if it is not possible, immediately afterwards by telephone, fax, e-mail or registered letter, unless such notification contravenes the law. In cases envisaged by the Act on Bankruptcy and Restructuring¹, the Bank shall be entitled to block access to the DB Service or to suspend the provision thereof.

- 2.11 The Client may also use, as part of the DB Service and under separate contracts entered into by the Client and the Bank, other Banking Services not specified herein, provided that a specific contract allows so.

Article 3. Profibanka Direct Banking Service

- 3.1 The Client may use this DB Service mainly for the following purposes, without limitation to them:
 - One-off or multiple (bulk) SEPA Payment Order,
 - Priority SEPA payments,
 - Priority payments in EUR,
 - One-off or multiple (bulk) Order in EUR and/or a foreign currency;
 - Standing order for a EUR payment;
 - Payments to the debit and credit of a Term account;
 - Standing Order for a payment made in a foreign currency within the Bank,
 - Foreign currency direct debit mandate valid within the Bank;
 - One-off or multiple (bulk) Collection Order in a foreign currency valid within the Bank;
 - SEPA direct debit mandate
 - SEPA Direct Debit Order,
 - Foreign Payments;
 - FX Payments;
 - Batches;
 - Sending single-purpose notices;
 - Electronic Statements;
 - Notification on a rejection of an Order;
 - Bank's proposals for changes/amendments to the Product Terms and Conditions, General Conditions, Notices and/or Tariff of Fees;
 - Other information provided by the Bank in association with the Payment Services on the basis of the Act on Payment Services².

The Client may only use this DB Service after an appropriate Application is properly installed. The Bank shall supply the Application on an installation DVD. The DB Service may only be used by a User who is a holder of a Personal Certificate stored on a smart card.

Article 4. Special Terms of Direct Banking**Multiple / Multilevel Authorisation**

- 4.1 The Client may arrange a The Multiple/Multilevel Authorisation in the Contract. A condition for arrangement of Multilevel Authorisation is that the Client has also arranged Multiple Authorisation. An essential condition for the User to be entitled to authorisation is setting of the pertinent Authorisation Role.
- 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

¹ Act No. 7/2005 Coll., on Bankruptcy and Restructuring, as amended

² Act No. 492/2009 Coll., on Payment Services, as amended



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 The Client or another User shall submit an Administration Order in the following manners:

(i) At the Client's Point of Sale
An Administration Order submitted at the Client's 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 DB Service, on-line administration, activation of the Client after the installation of an appropriate Application on a PC (personal computer) in terms of the DB Service, Authorisation Role, list of Accounts that the Plenipotentiary shall operate, User's Account Limits or Individual FX Payment Limit. This Administration Order shall always be signed by the Client.

(ii) Through the on-line administration
If the User is able to use the on-line administration, he/she may set, change or cancel individual Users and their authorisations for a specific Entity by an Administration Order given via the DB Service as follows:

- **User's Rights Setting**
The User, other than a Plenipotentiary, may authorise a third party – Plenipotentiary - and set his/her authorisation, i.e. the DB Service type, on-line administration, activation of the Client after the installation of the pertinent Application on a PC (personal computer) in terms of the DB Service, Authorisation Role, Accounts, which shall be operated by a Plenipotentiary and their User's Account Limit or their 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 to himself/herself or another Plenipotentiary) an activation of an Entity after the installation of an appropriate Application on a PC (personal computer), list of Accounts that he/she shall use, and his/her User's Account Limit or Individual FX Payment Limit.
- **Roles Setting**
The User, other than a Plenipotentiary, may set, change or cancel, with respect to a specific User, the on-line administration authorisation and Authorisation Role.
- **Cancellation of a User**
The User, other than a Plenipotentiary, may cancel the authorisation of a Plenipotentiary with respect to a specific Entity.

Rules of On-Line Administration

4.4 The Client's Statutory Body may be granted the on-line administration authorisation at the Client's Point of Sale or by another of the Client's Statutory Bodies, provided that such party has already been granted the on-line administration authorisation and may assign it by a roles setting Administration Order.

4.5 If the Multiple/Multilevel Authorisation has been arranged and the on-line administration is used, Signatures of Administration Orders shall usually 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.
- In case of a User's rights setting order and/or roles setting order submitted by a Client – legal person, Signatures of a maximum number of Users – Statutory Bodies within the scope of the agreed-upon number of Signatures shall suffice.
- 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.

- In the case of an order for the cancellation of a User submitted by the Client, a Signature of a single User – Statutory Body shall suffice.

4.6 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. The Orders may be authorised no later than 30 calendar days after they have been sent for authorisation.

Article 5. Payment Services Provided via Direct Banking

A) SEPA Payment Order, Order for a EUR Payment, Order for a Payment in a Foreign Currency

5.1 A SEPA Payment Order can be used in order to arrange a one-off or multiple payment in EUR to the debit of a current Account denominated in any currency and to the credit of an Account kept with the Bank in any currency, while at least one of these two Accounts must be denominated in EUR, to the credit of an account kept by another bank in the Slovak Republic, or to the credit of an account kept by another bank within the SEPA Area.

5.2 An Order for a EUR payment can be used for a one-off or multiple payment in EUR to the debit of a current Account denominated in EUR and made to the credit of a EUR Account kept with the Bank or to the credit of an account kept with another bank in the Slovak Republic.

5.3 An Order for a payment made in a foreign currency can be used for (i) a one-off payment between Accounts kept with the Bank and denominated in the same or in different currencies, except for cases where the payer's and payee's account are both denominated in EUR, while the payer and/or payee's Account must be denominated in the currency in which the Order is issued, or (ii) a one-off payment in EUR made to another bank in the Slovak Republic to the debit of a current Account denominated in a foreign currency. An Order for a payment made in a foreign currency outside the Bank shall always be executed in EUR, notwithstanding the currency in which the Account is denominated from which the payment should be debited.

5.4 The terms and conditions of an execution of a SEPA Payment Order, Order for a EUR payment or Order for a payment to the debit/credit of a term account made in a foreign currency within the Bank are set forth separately in this Article 5, under letter (D).

5.5 Due dates of payments made pursuant to a SEPA Payment Order, Order for a EUR payment and/or Order for a payment made in a foreign currency within the Bank (except for Orders with an advanced due date) shall be determined as follows:

- If the Order is submitted on a Business Day before 20:30 hrs, the due date of the Order shall be identical with the date of its submission.
- If the Order is submitted on a Business Day after 20:30 hrs, the due date of the Order shall fall on the following Business Day.
- If the Order is submitted on a day other than a Business Day, the due date of the Order shall fall on the first following Business Day.

B) Priority SEPA Payments and Priority Payments in EUR (Order for a EUR Payment)

5.6 A priority SEPA Payment can only be made to another bank in the SEPA Area. The Order can be submitted to the debit of a current Account denominated in any currency.

5.7 A priority payment in EUR can only be made to another bank in the Slovak Republic. The Order can only be submitted to the debit of a EUR current Account.

5.8 Due dates of priority SEPA Payments or priority payments made in EUR (except for Orders with an advanced due date) shall be determined as follows:



- If the Order is submitted on a Business Day before 14:00 hrs, the due date of the Order shall be identical with the date of its submission,
- If the Order is submitted on a Business Day after 14:00 hrs, the Order shall be rejected,
- If an Order is submitted on a day other than a Business Day, the due date of the Order shall fall on the next succeeding Business Day.

5.9 If a priority SEPA Payment or a priority payment in EUR is submitted as an Order to the credit of an Account kept with the Bank, such an Order shall be processed as a standard SEPA Payment Order or an Order for a EUR payment. Relevant due dates shall be determined in compliance with the rules specified under Article 5.8.

C) Standing Orders for a EUR Payment and Standing Order for a Payment Made in a Foreign Currency within the Bank

5.10 The User may establish, change or cancel a Standing Order for a EUR payment made to the debit of an current Account kept with the Bank in any currency and to the credit of an Account kept with the Bank in any currency, while at least one of these two Accounts must be denominated in EUR, to the credit of an account kept by another bank in the Slovak Republic, no later than one Business Day before its due date. A Standing Order for a EUR payment may only be established to the credit of an account kept with a bank in the Slovak Republic.

5.11 The User may establish, change or cancel a Standing Order for a payment made in a foreign currency within the Bank to the credit/debit of a current Account denominated in the same foreign currency no later than one Business Day before its due date.

5.12 The Bank may also make it possible for the User to cancel a Standing Order for a EUR payment or a Standing Order for a payment made in a foreign currency with an immediate effect from the moment at which the request is submitted.

5.13 The cancellation of a Standing Order for a EUR payment and a Standing Order for a payment made in a foreign currency by any User shall not be subject to the Multiple/Multilevel Authorisation.

5.14 A Standing Order for a EUR payment and a Standing Order for a payment made in a foreign currency shall not be subject to the multiple-round processing.

D) Payments to the Debit/Credit of a Term Account

5.15 A SEPA Payment Order, Order for a EUR payment or Order for a payment made in a foreign currency within the Bank (even as part of a Batch) arranged to the credit of a term Account kept with the Bank may only be submitted if the term Account in question belongs to the Entity and both Accounts between which the Order is cleared are denominated in the same currency. Such an Order shall only be cleared (executed) if its due date is identical with the maturity date (renewal) of the deposit in the term Account.

5.16 A SEPA Payment Order, Order for a EUR payment or Order for a payment made a foreign currency within the Bank may also be arranged to the debit of a term Account, though only between the Entity's Accounts kept with the Bank in the same currency. Such an Order shall only be cleared (executed) if its due date is identical with the maturity date (renewal) of the deposit in the term Account. The Bank shall reject an Order arranged to the debit of a term Account if, after the execution thereof, the balance in the Account would be below the minimum agreed balance.

5.17 It is only possible to submit one SEPA Payment Order, Order for a EUR payment or Order for a payment made a foreign currency within the Bank to the debit of a term account with a required day of payment falling on a maturity date (renewal) of the deposit, no matter whether such an Order is submitted via the DB Service or in another manner.

5.18 Due dates of payments made pursuant to SEPA Payment Order, Order for a EUR payment or Order for a payment made a foreign currency within the Bank arranged to the debit/credit of a term

account (except for Orders with an advanced due date) shall be determined as follows:

- If the Order is submitted on a Business Day before 20:30 hrs, the due date of the Order shall be identical with the date of its submission.
- If the Order is submitted on a Business Day after 20:30 hrs, it shall be rejected.
- If the Order is submitted on a day other than a Business Day before 00:00 hrs (midnight), the due date of the Order shall be identical with the date of its submission. The Order shall be cleared (executed) on the following Business Day at the latest.

E) Foreign Currency Direct Debit Mandate Valid within the Bank

5.19 The User may only establish, change or cancel: a foreign currency direct debit Mandate valid within the Bank with respect to a current Account if the payer and payee's Account are both denominated in the same currency. Such a mandate is not an Order, i.e. not a Payment Order as envisaged in the Act on Payment Services, but an authorisation of a payment transaction in terms of the aforesaid Act.

5.20 Foreign currency direct debit mandates valid within the Bank are subject to the Multiple/Multilevel Authorisation if made by the Client – Statutory Body or Plenipotentiary.

5.21 The specific terms and conditions governing a foreign currency direct debit mandate valid within the Bank are contained in a relevant Handbook.

F) Orders for a Foreign Currency Collection Made within the Bank

5.22 The User may only submit an Order for a foreign currency collection made within the Bank to the credit of the Client's Current Account from Accounts kept with the Bank in a foreign currency. The payer's and the payee's account must be kept in the same currency. An Order for a foreign currency collection made within the Bank may be submitted at the due date (required date of payment) at the latest; such an Order shall be subject to the multiple-round processing.

5.23 The Bank shall be entitled to make the acceptance of Orders for a foreign currency collection made within the Bank dependent on the entering into a contract on the provision of this service with the Client, and the execution of each of his/her collection Orders for a foreign currency collection made within the Bank on the meeting of the terms and conditions laid down in such a contract.

5.24 Due dates of collections made pursuant to Orders for a foreign currency collection made within the Bank (except for Orders with an advanced due date) shall be determined as follows:

- If the Order is submitted on a Business Day before 20:30 hrs, the due date of the Order shall be identical with the date of its submission.
- If the Order is submitted on a Business Day after 20:30 hrs or on a day other than a Business Day, the due date of the Order shall fall on the following Business Day.

5.25 Orders for a foreign currency collection made within the Bank shall not be subject to the Multiple/Multilevel Authorisation.

5.26 To cancel an Order for a foreign currency collection made within the Bank, it shall suffice that the Cancellation Order be signed by a single User, regardless of his/her User's Account Limit, even if the Multiple/Multilevel Authorisation has been arranged.

G) SEPA Direct Debit Mandate

5.27 The User may establish, change or cancel a SEPA direct debit mandate no later than one calendar day before the due date of the SEPA direct debit, except in cases where the establishing, changing or cancelling a SEPA direct debit mandate relates to a SEPA direct debit with an advanced due date.

5.28 The SEPA direct debit mandate is subject to the Multiple/Multilevel Authorisation if made by the Client – Statutory Body or Plenipotentiary



5.29 The specific terms and conditions governing the SEPA direct debit mandate are contained in a relevant Handbook.

H) SEPA Direct Debit Order

5.30 The Client shall set the SEPA Direct Debit due date (date of collection) depending on the current type/order of the SEPA Direct Debit. In case of the CORE Payment Scheme, the due date of the SEPA Direct Debit (except for SEPA Direct Debit Orders with an advanced due date):

- The SEPA Direct Debit Order with the type/order "one-off" and "first" must be submitted 6 Business Days before the SEPA Direct Debit due date,
- The SEPA Direct Debit Order with the type/order "recurring" and "last" must be submitted 3 Business Days before the SEPA Direct Debit due date.
- In case of the B2B Payment Scheme, the due date of the SEPA Direct Debit shall be determined as follows (except for SEPA Direct Debit Orders with an advanced due date): the SEPA Direct Debit Order with the type/order "one-off", "first", "recurring" and "last" must be submitted 2 Business Days before the SEPA Direct Debit due date.

5.31 The effectiveness of the SEPA Direct Debit Order (except for SEPA Direct Debit Orders with an advanced due date) shall be determined as follows:

- If the SEPA Direct Debit Order is submitted on a Business Day between 00:00 hrs (midnight) and 20:30 hrs, it shall become effective on the same Business Day,
- If the SEPA Direct Debit Order is submitted on a Business Day between 20:30 hrs and 00:00 hrs (midnight) or outside Business Days, it shall become effective on the next succeeding Business Day.

5.32 The SEPA Direct Debit payment that should be credited to the Account of the Client – Creditor shall be executed pursuant to a sent SEPA Direct Debit Order. The Bank shall not be held liable for a possible non-execution of the payment that should be made on the basis of the SEPA Direct Debit, if either the payer's bank or the payer rejects the SEPA Direct Debit Order or if the Client – Creditor states erroneous data and/or information.

5.33 The Client – Creditor shall be entitled to cancel an already sent SEPA Direct Debit Order. The Bank shall not be held liable for a possible non-execution of the cancellation of the SEPA Direct Debit Order by the payer's bank.

5.34 The Client – Creditor shall be entitled to ask the Bank for a Reversal to the payer of a payment credited on the basis of the SEPA Direct Debit within 4 Business Days from the moment the funds have been credited to the Client's Account.

5.35 The Bank shall be entitled to deduct from the Client's Account an amount of a payment previously credited to it on the basis of the SEPA Direct Debit if it receives from the payer's bank a request for the SEPA Direct Debit Return within the below deadlines:

- In case of the CORE and COR1 Payment Schemes, within 5 Business Days from the moment the funds have been credited to the Client's Account,
- In case of the B2B Payment Scheme, within 2 Business Days from the moment the funds have been credited to the Client's Account.

5.36 The Bank shall be entitled to deduct from the Client's Account an amount of a payment previously credited to it on the basis of the SEPA Direct Debit under the CORE Payment Scheme if it receives from the payer's bank a request for the Refund of an authorised SEPA Direct Debit, even without any given reason, within 8 weeks from the moment the funds have been credited to the Client's Account.

5.37 SEPA Direct Debit Orders shall not be subject to the Multiple/Multilevel Authorisation.

5.38 The Bank shall be entitled to cancel a preliminary advice of the SEPA Direct Debit payment received if it learns that the payer's bank or the payer rejected to process the SEPA Direct Debit Order.

I) Foreign Payments (Payments to Be Made Abroad)

5.39 Due date of Foreign Payments (except for Orders with an advanced due date) shall be determined as follows:

- If the 'Urgent' Order is
 - denominated in RUB and submitted on a Business Day before 11:00 hrs, or
 - denominated in CZK, CHF, DKK, GBP, NOK or SEK and submitted on a Business Day before 13:00 hrs, or
 - denominated in USD or EUR and submitted on a Business Day before 14:00 hrs,the due date of the Order shall be identical with the date of its submission.

- If the 'Urgent' Order is denominated in CZK, USD or EUR, the payment should be credited to accounts of clients of Komerční banka, a.s. in the Czech Republic, and the Order is submitted before 15:00 hrs, the due date of the Order shall be identical with the date of its submission.

- If the 'Urgent' Order is
 - denominated in RUB and submitted on a Business Day after 11:00 hrs, or
 - denominated in CZK, CHF, DKK, GBP, NOK or SEK and submitted on a Business Day after 13:00 hrs, or
 - denominated in USD or EUR and submitted on a Business Day after 14:00 hrs,the due date of the Order shall fall on the following Business Day.

- If the 'Urgent' Order denominated in CZK, USD or EUR is submitted to a branch of the Bank in the Czech Republic on a Business Day after 15:00 hrs, the due date of the Order shall fall on the following Business Day.

- If the 'Express' Order is submitted on a Business Day before 17:00 hrs, or before 20:30 hrs and, at the same time, the payer's Account and the Order are denominated in the same currency, the due date of the Order shall be identical with the date of its submission.

- If the 'Express' Order is submitted on a Business Day after 17:00 hrs, or after 20:30 hrs and, at the same time, the payer's Account and the Order are denominated in the same currency, the due date of the Order shall fall on the following Business Day.

If an Order for a payment to be made abroad is submitted on a day other than a Business Day, the due date of the Order shall fall on the following Business Day.

5.40 The Bank reserves the right to change the above deadlines and currencies.

5.41 The Bank shall be entitled to cancel a preliminary advice of a payment received from abroad to the credit of the Client's Account based on a request by the payer or payer's bank.

5.42 In the case of a Foreign Payment, the Bank shall use a foreign bank for its processing at the Bank's discretion, unless agreed otherwise with the Client. The Client agrees that if the banking link (an account number and bank code) is found to be invalid, the Client may be charged the fees associated with the return of the payment.

J) FX Payments

5.43 Only a User with a pre-set Individual FX Payment Limit may submit an FX Payment Order and only up to the level of this Individual FX Payment Limit.

5.44 Provisions governing SEPA Payment Orders, Orders for EUR payments, Orders for payments made in a foreign currency within the Bank, or Foreign Payments shall accordingly apply to FX Payments, depending on the relevant type of a FX Payment.

K) Batches

5.45 Orders may also be submitted in Batches, specifically the following ones:



- SEPA Payment Orders,
 - EUR Payment Orders ,
 - Payment Orders and Collection Orders denominated in a foreign currency valid within the Bank,
 - Priority SEPA Payment Orders,
 - Priority Payment Orders in EUR,
 - SEPA Direct Debit Orders,
 - Foreign Payments, and
 - FX Payments.
- 5.46 A single Batch may contain the following combinations of Orders: (i) EUR Payment Orders, Payment Orders denominated in a foreign currency and valid within the Bank, Collection Orders denominated in a foreign currency and valid within the Bank, priority Payment Orders in EUR, or possibly with a FX Payment of a corresponding type in the form of Payment Orders denominated in a foreign currency and valid within the Bank, or (ii) SEPA Payment Orders, Priority SEPA Payment Orders, Foreign Payments, or possibly with a FX Payment of a corresponding type. A single batch may contain several SEPA Direct Debit Orders, however not in combination with other types of Orders. Further information on possible combinations of various types of payments and data formats is available in a relevant Handbook and at the Bank's website.
- 5.47 A single Batch may only contain Orders for transferring funds from Accounts, or FX Payments concerning a single Entity. A Batch may only be submitted by a User who has a sufficient User's Account Limit available or, in case of FX Payments, a sufficient Individual FX Payment Limit for clearance of all Orders in the Batch. If the User's Account Limit or Individual FX Payment Limit is lower, the Batch is filed for further authorisation and must be authorised by another User with a sufficient User's Account Limit or, in case of FX Payments, a sufficient Individual FX Payment Limit. In case of the Multiple/Multilevel Authorisation, the appropriate number of Plenipotentiaries must sign the Batch.
- 5.48 Payment Orders in a foreign currency valid within the Bank (if the payer's Account and payee's account are denominated in different currencies), FX Payment Orders, Orders for priority SEPA payments, Orders for priority payments in EUR, payment Orders to the debit/credit of a term account submitted in a Batch – continuous or batch type of processing – shall always be processed as an on-line Batch. These Orders shall be subject to the multiple-round processing.
- 5.49 The following types of Batch processing exist:
- **On-Line** – Orders submitted in a Batch before 18:30 hrs shall be subject to the multiple-round processing. After the last round of the multiple-round processing has been performed, i.e. at 18:30 hrs, all hitherto unsettled Orders from the Batch shall be rejected and their processing shall be discontinued. An on-line Batch may be submitted until 20:30 hrs.
 - **Continuous** – These Orders are not subject to the multiple-round processing. Orders shall be sent for clearing at their due date. If they are not cleared before 18:00 hrs at their due date, they shall be sent repeatedly for clearing at 18:00 hrs. If they are still not cleared, they may be cleared on the following Business Day if there are sufficient funds.
 - **Batch-Type** – These Orders are not subject to the multiple-round processing. They shall be sent for clearing at 18:00 hrs at their due date and, if still not cleared, may be cleared on the following Business Day if there are sufficient funds.
- 5.50 The Bank shall clear Orders contained in a Batch at their due dates, depending on respective Batch processing types.
- Due dates of payments made under the Orders contained in a Batch shall be determined as follows, if the required date of payment (due date) is identical with the date of submission of the Batch:
- If a Batch – continuous or batch type – is submitted on a Business Day between 00:00 hrs (midnight) and 18:00 hrs or a Batch – on-line type – is submitted on a Business Day between 00:00 hrs (midnight) and 20:30 hrs, the due date of the relevant Order contained in the Batch shall be identical with the date of submission of the Batch;
 - If a Batch – continuous or batch type – is submitted on a Business Day between 18:00 hrs and 20:30 hrs, the due date of the relevant Order contained in the Batch shall be identical with the date of submission of the Batch. Orders in a Batch processed only in the on-line mode shall be cleared at their due date, the other Orders in the Batch on the following Business Day;
 - If a Batch – on-line, continuous or batch type – is submitted on a Business Day after 20:30 hrs, the due date of the relevant Order contained in the Batch shall fall on the following Business Day;
 - If a Batch is submitted on a day other than a Business Day, the due date of the relevant Order contained in the Batch shall fall on the following Business Day.
- ### L) Cancellation of Orders
- 5.51 To cancel Orders, a Signature of one Plenipotentiary shall suffice, regardless of his/her User's Account Limit, or Individual FX Payment Limit, even if The Multiple/Multilevel Authorisation has been arranged. In case of Orders contained in a Batch, this rule shall apply both to the cancellation of only certain Orders in the Batch as well as to the cancellation of the whole Batch.
- 5.52 Submitted Orders cannot be cancelled via the DB Service or at the Client's Point of Sale if already cleared by the Bank.
- 5.53 If a Batch is cancelled, only those Orders that have not yet been cleared shall be cancelled. Each Batch may be cancelled by submitting another Batch consisting exclusively of instructions to cancel particular Orders. Only a Batch submitted via the DB Service in the BEST or EDI BEST format can be cancelled via the DB Service. If a Batch has been submitted in other formats via the DB Service, Orders contained in the Batch may be cancelled via the DB Service.
- 5.54 Separate Orders contained in a Batch – continuous or batch type of processing – that have not been cleared by the Bank on their due date before 18:00 hrs, may only be cancelled at the Client's Point of Sale, though not earlier than on the Business Day following their due dates and on the condition that they have not been cleared or rejected by that time.
- 5.55 If a Batch is cancelled on the same day on which it has been authorised by the same User who has authorised it, such User's Account Limit (or Individual FX Payment Limit) and Entity's Limit shall be increased by an aggregate sum of the cancelled payments. If a Batch is cancelled by another User or has been authorised according to the rules of The Multiple/Multilevel Authorisation, only the Entity's Limit shall be increased by an aggregate sum of the cancelled payments as a result of the cancellation of the Batch.
- 5.56 The Bank shall be entitled to reject a submitted Order in cases envisaged in the Act on Bankruptcy and Restructuring.
- ### M) Joint Provisions on Terms of Executing the Orders
- 5.57 The Moment of Effectiveness of an Order submitted via the Service shall fall on the required date of payment (due date) or on another date set forth herein, provided that all prerequisites required by the Contract and by law for the execution of the Order have been fulfilled by that time, including sufficient funds available in the Account. Failing this, the Bank shall either reject the Order or, if agreed so with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all prerequisites required for the execution of the Order are fulfilled. The Bank shall be entitled to contact the User to verify a submitted Order. The Bank shall be entitled to suspend the execution of an Order until it is sufficiently authorised; in case of a Batch, the Bank shall be entitled to suspend the execution of certain Orders contained therein. The Bank shall not block the amount of a payment transaction that should have been executed pursuant to a suspended Order.
- 5.58 An Order to the debit of an Account may only be submitted by a User who has a sufficient User's Account Limit or, in case of FX Payments, a sufficient Individual FX Payment Limit; the payment transaction to be executed based on the Order shall be deemed authorised as soon as such User attaches his/her Signature to it. If



an amount of a submitted Order is in excess of the aforesaid limits, such an Order shall be automatically placed on the list of Orders to be authorised. If the Multiple/Multilevel Authorisation has been arranged, an Order in excess of the User's Account Limit or Individual FX Payment Limit shall be placed on the list of Orders to be authorised. The Bank shall not clear such an Order unless it is (countersigned) by all Plenipotentiaries in accordance with the Multiple/Multilevel Authorisation rules.

- 5.59 Submitted Orders whose amounts are in excess of the Entity's Limit (except for Orders not included in the Entity's Limit) shall be automatically placed on the list of Orders to be authorised. It is necessary to prearrange a sufficiently high Entity's Limit so that such Orders can be authorised.
- 5.60 Orders placed on the list of Orders to be authorised must be authorised by a User with a sufficient User's Account Limit or Individual FX Payment Limit (in case of FX Payments) or, in case of a The Multiple/Multilevel Authorisation, by a User or a required number of Users entitled to perform the authorisation, within 30 calendar days of their being placed on the list. The Signature attached to an Order shall be considered as its authorisation.
- 5.61 Payments with an advanced due date may be submitted up to 364 days before the required date of payment (due date). An advanced due date of an Order must not fall on a day that is not a Business Day, except in case of Orders associated with term accounts kept with the Bank.
- 5.62 On submission of an Order, the Bank shall check its formal details, especially the format of the payer's Account number and the Unique Identifier of the payee's Bank as well as checking whether the Order amount does not exceed the pertinent limits at the moment the Order is submitted and legitimacy of the User's Signature on the Order.
- 5.63 The Client acknowledges that a payment sent off by the Bank in a currency different from the currency in which the payee's account is denominated does not have to be credited to the payee's account by the payee's bank if such a bank resides in a country that is not a member of the European Economic Area, due to the fact that the currencies are different. In such case, the Bank shall not be held liable for any possible damage suffered by the Client as a result of non-execution of a payment transaction on part of the payee's bank for the aforesaid reason.
- 5.64 The Bank shall not be held liable for the succession in which Orders are cleared.
- 5.65 The Client shall be informed of clearing of Orders by clearing reports.
- 5.66 If there are insufficient funds at the Moment of Effectiveness of an Order, such an Order shall be transferred to the multiple-round processing mode. All types of orders shall be subject to the multiple-round processing unless set forth otherwise herein or in the Handbook.
- 5.67 Orders whose due dates fall on a Business Day following a day that is not a Business Day may be processed by the Bank even on days other than a Business Day immediately preceding the due date of the Order. The due date of such an Order shall remain unaltered. The orders processed in this manner cannot be cancelled via the DB Service.
- 5.68 If the Entity's Account is taken over by another entity for whatever reason (e.g., as a result of a merger, sale of the company, assignment of rights or assumption of obligations and liabilities), the Entity hereby agrees that the new entity shall have the right to access information on payment transactions executed in the Account before it has been taken over. Such consent shall remain in force even after the discharge/termination of the Contract. Submitted Orders with advanced due dates shall remain unaffected by the takeover of the Account.
- 5.69 The multiple-round processing shall take place on Business Days at the fixed times: 8:50, 9:50, 10:50, 11:20, 11:50, 12:50, 13:50, 14:50, 15:50, 16:00, 16:50, 17:30, 18:30, 19:30 and 20:20 hrs, unless set forth otherwise in the Handbooks for particular types of Orders. If available funds are insufficient to settle an Order even after the last round of the processing, the Order shall be rejected

and its processing shall be discontinued. During the multiple-round processing, the sufficiency of funds in the Account necessary for the execution of an Order shall always be checked by the below deadlines for determining respective due dates (maturity) stated in different sorts of Orders.

The FX Payments are not subject to the multiple-round processing at fixed times. The last cycle for the FX Payments processing shall be determined as follows, depending on a type of a required payment:

- In case of 'Urgent' Foreign Payments
 - denominated in RUB and submitted on a Business Day before 11:00 hrs, or
 - denominated in CZK, CHF, DKK, GBP, NOK or SEK and submitted on a Business Day before 13:00 hrs, or
 - denominated in USD or EUR and submitted on a Business Day before 14:00 hrs,
- Before 15:00 hrs in case of 'Urgent' Foreign Payments denominated in CZK, EUR or USD made to the credit of an account kept with a Bank's branch in the Czech Republic,
- Before 17:00 hrs in case of 'Express' Foreign Payments, or before 20:30 hrs, provided that the payer's Account is denominated in the currency in which the Order is issued,
- Before 17:00 hrs in case of SEPA Payments, or before 20:30 hrs, provided that the payer's Account is denominated in the currency in which the Order is issued,
- Before 17:00 hrs in case of an Order for a payment made within the Bank, provided that the payer and payee's Account are both denominated in the currency in which the Order is issued.

5.70 If the User executes a Conversion Transaction, the Bank shall apply to it an Exchange Rate effective as at the Moment of Effectiveness of the Order, even in case of the multiple-round processing. The time of the acceptance by the Bank of the Order will have no effect on the actually applied Exchange Rate, as the Exchange effective at the Moment of Effectiveness may differ from that effective at the time of the acceptance of the Order.

5.71 Conversion transactions shall be subject to the multiple-round processing.

5.72 The Bank reserves the right to change times for clearing the SEPA Payment Orders, Orders for EUR payments, Orders for payments made in a foreign currency within the Bank, and Foreign Payments.

N) Limits (Caps)

5.73 The Entity's Limit, User's Account Limit and Individual FX Payment Limit shall become reduced as from the moment of submission of an Order and renewed at 20:30 hrs on each Business Day. Amounts of Orders submitted after 20:30 hrs on a Business Day and Orders submitted on a day other than a Business Day shall be deducted from the respective limits pre-arranged for the immediately following Business Day.

5.74 Amounts of submitted Orders shall be included in the Entity's Limit and User's Account Limit or, in case of FX Payments, in the Entity's Limit and Individual FX Payment Limit. However, Orders for transfers of funds between the Entity's Accounts kept with the Bank shall not be included in the Entity's Limit or curbed by the amount of the Entity's Limit, either. Furthermore, standing Orders for EUR payments and standing Orders for payments made in a foreign currency within the Bank shall not be added included in the User's Account Limit and into the Entity's Limit.

5.75 Orders to the credit of a third party's account submitted under the Multiple/Multilevel Authorisation rule shall only reduce the Entity's Limit, while the User's Account Limit and, as the case may be, the Individual FX Payment Limit shall remain unaffected.

5.76 A User may only submit a standing payment Order for an EUR payment and standing payment Order for a payment made in a foreign currency within the Bank up to the User's Account Limit and Entity's Limit.

- 5.77 A User may only submit a foreign currency direct debit mandate valid within the Bank up to the Entity's Limit. The Entity's Limit shall not be reduced by such an Order.
- 5.78 Any User may submit a Collection Order in a foreign currency valid within the Bank and SEPA Direct Debit Order, regardless of his/her User's Account Limit. Amounts of submitted Collection Orders shall not be included in the User's Account Limit or the Entity's Limit and shall not be curbed by this limit, either.
- 5.79 In case of Orders for payments made in a foreign currency within the Bank, Foreign Payments and FX Payments, an equivalent of a respective amount in a foreign currency expressed in EUR at the moment of the submission of such Orders shall be included in the limits. A KB mean Exchange Rate shall be used for the calculation.
- 5.80 Amounts of the respective limits shall be reduced by amounts of payments with advanced due dates at the moment of submission of respective Orders.
- 5.81 An FX Payment Order may only be submitted if the Client has entered into a separate contract with the Bank covering the trading in financial markets. Only a User with an Individual FX Payment Limit prearranged shall be entitled to submit an FX Payment via the DB Service. The Bank shall set the Individual FX Payment Limit for Users who make FX Payments automatically, according to the following rules:
- The Individual FX Payment Limit for a User – Statutory Body of the Client shall be prearranged automatically at of the Entity's Limit. This setting may be changed or cancelled by means of an Administration Order.
 - The Individual FX Payment Limit for Users – Plenipotentiaries shall not be prearranged. A Plenipotentiary may set, change or cancel it for a Plenipotentiary by an Administration Order.
- 5.82 If the Multiple Authorisation is arranged for a Client who already uses the DB Service, the Bank shall automatically set the User's Account Limit and Individual FX Payment Limit arranged for a User – Statutory Body at zero. When the Multiple Authorisation is cancelled, the User's Account Limit and Individual FX Payment Limit arranged for the User – Statutory Body shall be automatically set at the current amount of the Entity's Limit. When arranging or cancelling the Multiple Authorisation, the Bank shall not change the currently set User's Account Limit arranged for Plenipotentiaries.
- 5.83 The User – Statutory Body shall be entitled to decrease the Entity's Limit using the service PB by executing an amendment to the Contract. Such an amendment shall become effective as soon as it is signed via the service.

Article 6. Other services provided via direct banking

A) Bank Notices

- 6.1 The User may prearrange non-recurring sending of notices on Orders (except for Batches). The notices may be sent at as many as five e-mail addresses.
- 6.2 A notification sent by e-mail shall be considered as having been dispatched to the recipient once sent off to the specified e-mail address.
- 6.3 The Bank shall only charge fees for notices that have been demonstrably sent off. The Bank shall not be held liable for non-delivery or late delivery of a notice resulting from circumstances beyond its control, in particular those caused by problems with the Internet connection.

B) Electronic Statements

- 6.4 This service allows for arranging for Electronic Statements of those Accounts for which the DB Service allows it, and for their downloading via the relevant DB Service.
- 6.5 The Client can arrange Electronic Statements at the Client's Point of Sale.
- 6.6 The manner and frequency of sending the Electronic Statements of Accounts, or paper-based statements of Accounts, shall be arranged by an amendment to the relevant contract for opening

and maintaining the Account for which the statements are arranged. The amendment shall be executed and shall come into effect at the moment at which the Client signs it.

- 6.7 The arranged Electronic Statements shall be delivered to the Client at the moment the Bank shall make them available for downloading via DB Service.
- 6.8 Any User may download the Electronic Statements in the following manner, depending on their frequency:
- Within 90 days from their availability, in case of daily Electronic Statement after each transaction affecting the Account (movement in the Account) and weekly, fortnightly or monthly statements;
 - Within 60 days from their availability, in case of quarterly, semi-annual and annual Electronic Statements and monthly turnover statements.

After the lapse of the above deadlines, the Electronic Statements shall only be available as archived Electronic Statements.

- 6.9 The User may request an archived Electronic Statement via the DB Service.

Article 7. Complaints

- 7.1 The Client may lodge complaints concerning the DB Service at telephone number 800 118 100 or at another telephone number communicated by the Bank, or at the e-mail address profibanka@kb.cz.
- 7.2 While the Client is lodging a complaint over the telephone, the Bank shall provide him/her, upon his/her request, with the information about the date, time and number of the complaint, or other agreed-upon information.
- 7.3 The Client agrees that every call made over the aforesaid telephone line shall be voice recorded by the Bank. The record shall serve as evidence in case of any complaints.
- 7.4 Any User may lodge complaints on behalf of the Client.

Article 8. Direct Banking Security

- 8.1 In order to ensure secure access to the DB Service, the Bank uses, without limitation to it, the public key infrastructure (PKI) that meets all requirements concerning security by using asymmetric encryption, verifying the Client's identity by a Personal Certificate, and using the Signature as proof of data indisputability and integrity. In order to ensure secure access to the DB Service, the Bank is entitled to collect and evaluate information relating to User access to the DB Service. Acts and deeds signed with a Signature of Plenipotentiary are binding for the Client.
- 8.2 The Bank shall not be held liable for cases where the DB Service cannot be used due to circumstances beyond control of the Bank and/or its partners (e.g., power failure, interruption to the connection with the Bank via the Internet, strikes and similar).
- 8.3 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 networks and the confidentiality of messages sent via the networks, as envisaged particularly in Act No. 610/2003 Coll., on Electronic Communications, as amended.

Article 9. Client's Obligations

- 9.1 The Client shall be obliged to use the DB Service in accordance with the Technical Terms and Conditions. The Bank shall be held liable for the functionality of the DB Service, provided that the Client abides by the Contract, Technical Terms and Conditions, Handbooks and, as the case may be, other instructions of the



Bank. The Client shall be further obliged to abide by the Decalogue of the Safe Internet Banking, in which some elementary principles of safe use of the DB Service are defined. The Bank recommends that the Client should always consult the Decalogue of the Safe Internet Banking.

- 9.2 The Client shall be obliged to check continuously whether the reports on clearing and settlement reports correspond to the submitted Orders and whether the Bank has executed or rejected the submitted Orders. The Client shall be obliged to notify the Bank, 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 Client's (or User's) claim for damages or titles arising from an unauthorised or incorrectly executed payment transactions pursuant to the General Conditions.
- 9.3 The Client shall be obliged to inform the Bank without any unnecessary delay whenever he/she suspects that a fault has occurred in the software, or the process of sending/receiving the payments, the password or the encryption key has failed or has been misused. Following such notification, the Bank shall be entitled to suspend the use of the DB Service. The Client undertakes to co-operate with the Bank in implementing corrective measures proposed by the Bank. Belated notification may result in denial of Client's (or User's) claim for damages or titles arising from an unauthorised or incorrectly executed payment transactions pursuant to the General Conditions.
- 9.4 The Bank shall not be held liable for the malfunctioning of the Application installed on a PC used by the Client or malfunction of the DB Service caused by a third party (e.g., software manufactured by another vendor/supplier; computer virus infection; workstation hardware fault etc.) or by *force majeure*. The Bank shall charge fees as per the Contract and Tariff of Fees for repeated activation (resumption) of the Application on the part of the Client.
- 9.5 The Bank shall only be liable for data received and confirmed by the Bank. The Bank shall not be held liable for any possible damage resulting from an erroneous or duplicated input of the data (submission of Orders) via the DB Service.
- 9.6 Any and all information related to the direct banking system, DB Service and their use is confidential and the Client must not use it contrary to purpose for which it has been provided.
- 9.7 The Client shall be obliged to protect his/her security data, in particular the Personal Certificate, PIN and PUK, from possible loss, disclosure, theft or unauthorised use and the like. The Client is further obliged to protect his/her own computer system and component parts thereof from misuse.
- 9.8 The Client shall take necessary steps to protect the direct banking from any misuse by third parties.
- 9.9 The Client shall be obliged to notify the Bank on the Client Line of any threatened misuse of the DB Service without any unnecessary delay and ask the Bank to block access to the DB Service. The Bank shall subsequently be entitled to block access to the DB Service or change or suspend provision of the DB Service. The entitlement of the Client to request blocking of access to the DB Service at the Client's Point of Sale is not affected. A Statutory Body shall be entitled to request blocking of the DB Service or access to the DB Service for individual Users, a Plenipotentiary is only entitled to request blocking of his/her access to the DB Service.
- 9.10 The Client may only use the Application for the agreed-upon purpose and must not distribute, modify or copy the Application without the prior written consent of the Bank.
- 9.11 The Client shall stop using the Application as soon as the Contract ceases to be effective and, subsequently, shall uninstall the Application from his/her PC, delete any and all copies of the Application he/she has at his/her disposal and prevent third parties from using the Application.
- 9.12 The Client shall ensure that all Users are familiar with the Contract, Technical Terms and Conditions and the Handbook and abide by the provisions thereof. The Client shall further see to it that the

Users shall read the Decalogue of the Safe Internet Banking and to adhere to the principles contained therein.

- 9.13 The Client shall discharge his/her duty to inform the Bank as required by these Conditions, particularly under Article 9 hereof, at the Client's Point of Sale, via the Client Line, or at another telephone number communicated by the Bank. Should the Client fail to fulfil his/her duty to inform the Bank within three Business Days of the day on which such duty has arisen without being prevented from doing so by particularly serious reasons, he/she shall be deemed to have failed to notify the Bank without any unnecessary delay.
- 9.14 The Client shall be held liable for any damage suffered by the Bank as a result of the Client breaching his/her obligations set forth in this Article 9.
- 9.15 The Bank shall not be held liable for any unauthorised or incorrectly executed payment transactions as envisaged in the General Conditions, for any damage suffered by the Client as a result of a breach of his/her obligations set forth in this Article 9, or for any loss or damage resulting from an incorrect authorisation or non-execution of a transaction due to reasons caused by the Client or a payee.
- 9.16 If the Client ascertains that access to the DB Service has been blocked, he/she shall be obliged to take all necessary steps to unblock or regain access to the Service without any unnecessary delay, so that he/she can access information about the Payment Services the Bank provides to him/her pursuant to the Act on Payment Services.

Article 10. Termination of the Contractual Relationship

- 10.1 The Contract shall expire/be terminated:
 - a) At the date of the expiry/termination of a contract for opening and maintaining the Account from which the Bank is entitled to collect payments of fees for the provision of the DB Service;
 - b) In case of a change in the person for whom the Bank keeps the Account from which the Bank is entitled to collect payment of fees for provision of the DB Service, as from the date at which the Bank learns of such change;
 - c) By a notice of termination from any of the contracting parties. The Client and the Bank 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.
- 10.2 The Bank's right to cancel the Contract in accordance with the General Conditions shall not be prejudiced by this provision.

Article 11. Definition of Terms

- 11.1 Terms in the Conditions that begin with a capital letter have the following meanings:

"Account" shall mean any of the Client's current accounts, deposit accounts (including term accounts) or credit accounts kept with the Bank and accessed via the DB Service.

"Administration Order" shall mean a power of attorney by which the Client authorises the User to use a particular DB Service 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 agent (proxy) shall be considered a Plenipotentiary for the purpose of the Contract.

"Application" shall mean a software application provided by the Bank to the Client and supporting the *Profibanka* DB 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.

"Bank" shall be Komerční banka, a.s., registered office at Praha 1, Na Příkopě 33/969, Postal Code: 114 07, Czech Republic, IČ (Company ID): 45317054, entered into the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 1360, acting through its organisational unit Komerční banka, a.s., pobočka zahraničnej banky (a foreign bank's branch), registered office at Hodžovo námestie 1A, Postal Code: 811 06, Bratislava, IČO (Company ID): 47 231 564, Slovak Republic, entered into the Commercial Register kept by the District Court in Bratislava I., Section: Po, Insert No. 1914/B.

"Banking Services" shall mean any banking deals, services and products the Bank is entitled to deliver pursuant to applicable law.

"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.

"BIC" stands for the Bank Identifier Code, which is a bank's SWIFT address that unambiguously identifies a given bank in a given country.

"B2B" ("Business to Business") is a Payment Scheme intended for natural persons (businesses) and legal persons that use SEPA Direct Debit.

"CID" shall stand for the Creditor Identifier, a unique identification number of a SEPA direct debit creditor. It consists of 35 characters at a maximum. Any CID for Slovakia has 18 characters (fixed length) and is issued by National Bank of Slovakia.

"CORE" ("Business to Customer") is a Payment Scheme intended for natural persons (non-business and businesses) and legal persons that use SEPA Direct Debit.

"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 a legal person, owner of the Account, which has entered into the Contract

"Client Line" shall be the "KB Customer Service" telephone hotline at the number 800 118 100 operated on Business Days between 8:00 and 20:00 hrs. The telephone number is available at the Bank's website. The Bank shall notify the Client of any possible change to the telephone number well in advance.

"Client's Point of Sale" shall mean the Bank's point of sale located at the Bank's registered address or another branch/point of sale, if it exists.

"Contract" shall mean a contract under which the Bank undertakes to provide the Client with direct banking services.

"Conversion Transaction" is any transaction requiring currency conversion.

"DB Service" is the *Profibanka* direct Banking Service the Client uses to handle his/her/its Accounts.

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

"EEA" shall stand for the European Economic Area.

"Electronic Statements" shall mean clearance/settlement reports (account statements) in the Portable Document Format (PDF) delivered to the Client via a 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 and/or term Accounts by all Users associated with a given Entity.

"Exchange Rate" or **"Rate"** shall mean an exchange rate published by the Bank.

"Foreign Payment" shall mean an Order for a payment that may be used for (i) a payment made in a foreign currency sent to a bank abroad or (ii) a EUR payment to a bank outside the SEPA Area or (iii) a payment made in a foreign currency in the Slovak Republic, outside the Bank. A Foreign Payment may be made to the debit of a CZK current Account or a foreign currency current Account. The payments shall be settled (cleared) through reciprocal accounts of the payer and payee's banks or, as the case may be, intermediary banks.

"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.

"Handbook" shall mean a DB Services manual issued by the Bank, which the Bank shall be entitled to amend, namely: the *Profibanka* Handbook. The Bank publishes the Handbook on its website. The Handbook is not a Notice as envisaged in the General Conditions.

"IBAN" stands for International Bank Account Number that unambiguously identifies an account number, bank and country of a payer or a payee.

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

"Moment of Effectiveness" shall mean the moment at which an Order is accepted as envisaged in the Payments Act, determined in accordance with these Conditions, the Notice on the Payment System and the Contract, at which all prerequisites shall be met as set forth by the Contract or by Law for crediting the funds to the Account or debiting them from the Account on the basis of Orders, i.e. the moment at which the Bank shall (or is supposed to) credit or debit the funds.

"Multilevel Authorisation" shall mean a setting under which a given number of Users' Signatures is required on two different levels so that the DB Service can be used, in particular for handling the funds in the Account in excess of the User's Account Limit or, as the case may be, of the Individual FX Payment Limit. Actually, at least one Signature of an Authoriser 'A' and one of an Authoriser 'B' is required.

"Multiple Authorisation" shall mean a setting under which a given number of Users' Signatures (between 2 and 5) is required so that the DB Service can be used, in particular for handling the funds in the Account in excess of the User's Account Limit or, as the case may be, of the Individual FX Payment Limit.

"Notices" shall mean communications in which further conditions and technical features of providing the Banking Services are specified in accordance with the General Terms and Conditions or relevant Product conditions. The following documents, without limitation to them, are not Notices: the Decalogue of the Safe Internet Banking, Handbooks and the Technical Terms and Conditions.

"Order" shall mean a Payment Order, i.e. an instruction in which the Client asks the Bank to execute a cashless payment transaction.

"Payment Scheme" shall be a unified set of rules, procedures and standards/ instructions agreed upon by providers of Payment Services and applicable to payment transactions executed in the European Union and its member states. It is independent of any infrastructure and/or payment system that provides for its operation.

"Payment Services" shall mean Banking Services falling within the scope of payment services as envisaged in the Act on Payment Services, provided by the Bank in accordance with the terms set forth in the Contract (e.g. payment made from payment Accounts, issuing of payment instruments).

"Personal Certificate" shall mean a personal certificate issued by the Bank under the Contract for the Issue and Use of a Personal Certificate.

“**Plenipotentiary**” shall be a natural person other than a Statutory Body, who is a Personal Certificate holder entitled to use the DB Service to the extent set forth in the Administration Order and Contract.

“**SEPA Area**” consists of member states of the European Economic Area (EEA), territories on which EU treaties apply (pursuant to Section 355 of the Treaty on the Functioning of the European Union), as well as other countries that have voluntarily acceded to the SEPA rules (Switzerland, Monaco and San Marino).

“**SEPA Direct Debit**” is a cashless transfer of funds from a payer’s account, made in EUR and initiated by a payee’s order submitted via the payee’s bank based on a previous agreement with the payer. The payer and payee’s banks must both be SEPA Reachable Banks under a given payment scheme. The Bank shall only provide the SEPA Direct Debit service along with Accounts kept in EUR, under the B2B and CORE Payment Schemes..

“**SEPA Payment**” is a cashless transfer in EUR whose amount is not limited. The payer and payee’s accounts may both be denominated in any currency but must be kept in the SEPA Area. Fees related to the transfer shall be shared by the payer and payee (“SLEV” or “SHA” fees). If a SEPA payment is made between accounts kept with the Bank, the payer and payee’s account must both be denominated in EUR.

“**SEPA Reachable Bank**” is a bank that is a participant in the SEPA Payment Schemes with respect to payments and collections.

“**Signature**” shall mean an electronic signature as envisaged in the Contract for the Issue and Use of a Personal Certificate. Its use may depend on other security features.

“**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.

“**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.

“**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 terms of the provision of direct banking. The Bank shall publish the Technical Terms and Conditions at its website and is entitled to amend them. The Technical Terms and Conditions are not a Notice as envisaged in the General Conditions.

“**Unique Identifier**” shall mean a banking link expressed by IBAN (or, as the case may be, an account number) and/or BIC or another identification of the payee’s bank, or by an account number and bank code used for payment transactions within the Bank.

“**User**” shall be a holder of a Personal Certificate entitled to use the DB Service, specifically a 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 all current Accounts and/or term Accounts operated by a User.

11.2 Any reference to Bank’s web sites shall mean a reference to www.kb.cz or www.koba.sk or other web addresses the Bank currently uses or shall use in relation to the provision of the DB Service.

Article 12. Final provisions

12.1 The Bank shall be entitled to amend these Conditions on an ongoing basis in the manner set forth in the General Conditions.

12.2 These Conditions repeal and replace the Terms and Conditions of the Provision and Use of Direct Banking issued by Komerční banka, a.s. and effective as of 25 April 2015.

12.3 These Conditions shall come into effect as at 28 November 2015.