

Article 1. Introductory Provisions

- 1.1 The below Terms and Conditions of the Provision and Use of *MultiCash KB Service* (hereinafter the "**Conditions**") represent the Product Terms and Conditions as foreseen by the General Business Terms and Conditions of the Bank (hereinafter the "**General Conditions**"). The Conditions form part of the Contract and the Client is obliged to familiarise himself/herself with them and comply with them.
- 1.2 Terms in the Conditions that begin with a capital letter have the meanings defined in Article 11 hereof.
- 1.3 Transactions made under the payment system via the Service shall be governed by the Notice on the Payment System, unless indicated otherwise herein.

Article 2. Service

- 2.1 The Service makes it possible for the Client to interchange data with the Bank continuously, in the form of electronic messages in a format stipulated by the Contract.
- 2.2 The Bank provides the Service to the Client on the basis of the Contract and other documents expected by the Bank, without which the Service cannot be provided and used. A set of specific instructions intended for operating the Service is contained in the Handbook, which the Client shall receive in an electronic form as soon as the Service is made available. The Client shall be obliged to abide by the provisions thereof. The Contract is governed by the law of the Czech Republic. The necessary prerequisite for the Service to be provided is that:
- The Client is the owner of a CZK current account kept with the Bank,
 - The User has presented his/her Public Key to the Bank,
 - The Client has been provided with a Client's *MultiCash* application,
 - The Client has been connected to the Service via a connection approved by the Bank, i.e. using the TCP/IP-type communication via the Internet network, unless agreed otherwise with the Bank.
- 2.3 The Client may use the Service mainly for the following purposes:
- Orders,
 - RFT Instructions,
 - Other services.
- 2.4 The Client shall use the Service through the agency of the Users. Messages with a User's Signature attached shall be binding for the Client.
- 2.5 The Bank shall only accept data sent by the Client for processing if they are formally correct and complete; contained in messages in the format (e.g., in a specific Data File) agreed for the Service (for details on the formats see www.mdpraha.cz); and a Signature is attached to them in compliance with a scope of the signature authorisation pursuant to the Signature Class.
- 2.6 The Service is accessible round the clock (24 hours a day) on Business Days. On other days than Business Days the Service is accessible depending on momentary operational condition on the part of the Bank. The Bank reserves the right to block access to the Service or to change or suspend the provision of the Service for as long as necessary (i) if it is inevitable for serious reasons, in particular for security reasons, or (ii) in case of a substantial risk that the Client may not be able to repay the credit he/she is entitled to draw using the Orders submitted via the Service. The Bank shall inform the Client of this fact and its reasons in advance, or if this is not possible, immediately afterwards by telephone, fax, e-mail or registered letter. The Bank shall be further entitled to block access to the Service or suspend the provision thereof in cases envisaged by the Insolvency Act¹.
- 2.7 The Client may use the Service jointly with other Banking Services provided under the direct banking. Orders sent via the Service can

be viewed, but not changed or cancelled (withdrawn), using *MojeBanka* and *ProfiBanka* direct banking services.

- 2.8 A Data File sent via the Service is considered to have been delivered to the Bank if a record – i.e., the date, time and code of processing – is subsequently accessible to its sender in a particular report on a successful placing of the Data File on the Bank's MC server. All related prerequisites for the Data File sent to the Bank must be met, e.g., the Remote Signature must be attached thereto.
- 2.9 The Client's MC application is supplied and put into operation, and service support is provided by the Bank or, in accordance with criteria set forth by the Bank, by Management Data Praha, spol. s r.o., registered office: Bělehradská 54, Praha 2, IČ (Company ID): 49683471.
- 2.10 The Client shall pay a fee for utilising the Service as per the Contract and tariff of Fees.

Article 3. Joint Provisions on Terms of Executing the Orders

- 3.1 The Client may submit the following Orders, without limitation to them, via the Service:
- One-off Order for a payment made in CZK;
 - Order for a Payment Made in a Foreign Currency;
 - Payments to the debit/credit of a Term Account;
 - Foreign payment;
 - SEPA EuroPayment;
 - Collection Order (Order for a collection made in CZK);
 - Collection Order in foreign currency;
 - Express payment in CZK;
 - FX payment.
- 3.2 The Client may arrange Orders to the debit of current and term Accounts. Orders shall be submitted (contained) in particular Data Files. Payment transactions executed on the basis of the Orders shall be authorised by attaching a User's Signature to an Order.
- 3.3 The Moment of Effectiveness of an Order submitted using the Service shall fall on the required date of payment (due date) or on another date set forth in these Conditions, 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 upon 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 shall be fulfilled.

Cancellation of Orders

- 3.4 Client's Users shall be entitled to withdraw Orders delivered to the Bank and de-activate files authorised within the scope of the Remote Signature.
- The Client shall only be entitled to cancel Orders delivered to the Bank until they are forwarded for settlement to the Bank's central processing.
- 3.5 It is not possible to cancel Orders via the Service.
- 3.6 Orders can only be cancelled at the telephone number 955 551 553 (option 2). The Bank shall be entitled to set a daily limit on cancelling the Orders whose due dates fall on the same Business day. Orders with advance maturity may be cancelled at the latest on the Business day preceding the due date of the Order. Specific terms under which the Order may be cancelled are set forth in the Handbook.
- 3.7 The Bank shall be entitled to reject a submitted Order in cases envisaged by the Insolvency Act.

Terms of Order Processing

- 3.8 In case of a shortage of funds at the moment of the processing of
- Express payment in CZK;
 - Foreign payment;

¹ Act No. 182/2006 Coll., On Bankruptcy and Its Resolution (Insolvency Act), as amended.

- SEPA EuroPayment;
- FX payment;
- Order for a Payment Made in a Foreign Currency – transfers between accounts kept with the Bank in different currencies;
- Orders to the debit and credit of term accounts

in a relevant Account, the Bank shall process the Orders in the multi-round processing mode. The multi-round processing takes place on Business Days at 8:00, 8:50, 9:50, 10:50, 11:50, 12:50, 13:50, 14:50, 15:50, 16:00, 16:50 and 17:30. In case that even after the last round of the processing there is not enough funds to execute the Order, the Bank shall reject the Order.

3.9 The last round for the processing of a respective Order shall be:

- at 12:50 for express payments in CZK,
- at 11:50 for Foreign Payments including FX payments classified as 'Urgent',
- at 14:50 for Foreign Payments (except payments to EEA countries made in EUR), including FX payments,
- at 16:50 for Foreign Payments made in EUR to EEA countries, including FX payments,
- at 16:50 for SEPA EuroPayments, including FX payments,
- at 17:00 for FX payments within the Bank,
- at 17:30 for Orders for a Payment Made in a Foreign Currency – transfers between accounts kept with the Bank in different currencies and other Orders, unless stipulated otherwise herein.

The last round for the processing of an FX payment to the credit of an account kept with another bank shall be determined depending on a type of the required payment.

- 3.10** Orders with a current and/or advanced due date given to the Bank via the Service shall be included into the Entity's Limit and, as the case may be, into the relevant Account Limit if it has been arranged.
- 3.11** An Order must be duly completed and must contain all required particulars.
- 3.12** The Bank shall reject Orders that shall not comply with the particulars pursuant to these Conditions.
- 3.13** Upon the receipt of an Order, the Bank shall check formal particulars of the Order, in particular the format of the payer's Account number and Unique Identifier of the payee, find out whether the amount stated in the Order is not in excess of the relevant limits effective at the Moment of Effectiveness of the Order, and verify validity of the User's Signature on the Order.
- 3.14** Orders may be submitted with an advanced due date (i.e., with a required date of payment later than a date on which an Order is submitted) up to 364 days before the required date of payment. If an advanced due date of an Order does not fall on a Business Day, the Moment of Effectiveness of such Order shall occur on a Business day immediately following the due date.
- 3.15** The Client acknowledges and agrees that the payment sent off by the Bank in a currency different from the currency in which the payee's account is kept does not have to be credited to the payee's account by the payee's bank due to the difference between the currencies.
- 3.16** The Bank shall not be held liable for the succession in which Orders are executed, if the Client has not set forth such order of execution.
- 3.17** The Client shall be informed about executed Orders by statements/settlement reports.
- 3.18** If a due date of an Order falls on a Business Day following a day that is not a Business Day, the Moment of Effectiveness of such Order may occur even on other days than Business Days immediately preceding the due date of the Order. The due date of such Order shall remain unaltered.
- 3.19** If the Client's Account is taken over by another client 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 Client hereby agrees that the new client 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.

- 3.20** 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. Conversion Transactions shall be subject to the multiple-round processing. The used Exchange Rate shall not depend on the time of the confirmed delivery of the Order to the Bank. In case of Orders with an advanced due date, except for FX payments, the Bank shall use the first Exchange Rate effective as at the due date.

Article 4. Orders

A) Order for a Payment made in CZK

- 4.1** An Order for a payment made in CZK may be arranged to the debit of a CZK current Account and to the credit of a CZK account kept with the Bank or with another bank in the Czech Republic. The terms and conditions for Orders for payments made in CZK to the debit/credit of a term Account are set forth separately in this Section 4, under letter (B).

- 4.2** Orders for a payment made in CZK shall be executed as follows, except for Orders with an advanced due date:

- In case of Orders delivered on a Business Day before 17:45, the due date of the Order shall be identical with the date at which the Order has been delivered.
- In case of Orders delivered on a Business Day after 17:45, the due date of the Order shall fall on the following Business Day.
- In case of Orders delivered on other days than Business Days, the due date of the Order shall fall on the first following Business Day.

If Orders cannot be settled at the required date of payment (due date) by 18:00 due to a lack of funds in a relevant Account, the processing of the Orders shall be delayed and the Orders shall be processed overnight. If, still, no liquid funds are available in the Account, the Bank shall place these Orders into the File and the Moment of Effectiveness of such Orders shall not occur before the day on which all prerequisites required for the execution of the Order shall be fulfilled, as agreed upon with the Client.

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

- 4.3** An Order for a payment made in CZK or Order for a Payment Made in a Foreign Currency arranged to the credit of a term account kept with the Bank may only be submitted if the term account belongs to the Client and both accounts between which the transfer is to be made are denominated in the same currency. The Order shall only be executed if its due date is identical with the due date (renewal date) of the deposit in the term account and the Moment of Effectiveness occurs at such due date.
- 4.4** An Order for a payment made in CZK or Order for a Payment Made in a Foreign Currency may also be arranged to the debit of a term Account, however, only in case that Client's both accounts between which the transfer is to be made are kept with the Bank and denominated in the same currency. The order shall only be executed if its due date is identical with the due date (renewal date) of the deposit in the term account and the Moment of Effectiveness occurs at such due date. 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 lower than the minimum agreed balance.
- 4.5** Only a single Order with a required day of payment falling on a due date (renewal date) of a deposit may be arranged to the debit of a term Account, whether such Order is submitted via the Service or in another manner. If a cash deposit is made to a term Account as at a due date (renewal date) of a deposit in the term Account and a fee should be charged for such cash deposit as per the Tariff of Fees, the aforesaid fee shall be deemed a payment to the debit of the term Account and, hence, another Order may not be arranged to the debit thereof.
- 4.6** Orders for a payment made in CZK or Orders for a Payment Made in a Foreign Currency arranged to the debit/credit of a term Account shall be executed as follows, except for Orders with an advanced due date:

- In case of Orders delivered on a Business Day before 20.15, the due date of the Order shall be identical with the date at which the Order has been delivered.
- Orders delivered on a Business Day after 20.15 shall be rejected.
- In case of Orders delivered on other days than Business Days before 24:00 (midnight), the due date of the Order shall be identical with the date at which the Order has been delivered. The Moment of Effectiveness of the Order shall occur on the following Business Day at the latest.

C) Collection Orders

- 4.7 An Order for a collection made in CZK may only be arranged to the credit of the Client's Current Account while the transfer may only be made from CZK accounts kept with the Bank or with other banks in the Czech Republic.

An Order for a collection made in foreign currency may only be arranged to the credit of the Client's Current Account from an account kept with the Bank in the same foreign currency (depending on the type of account permitted by the Bank for performance of collection payments).

Collection Orders arranged to the debit of accounts kept with the Bank shall be executed as follows, except for Orders with an advanced due date:

- In case of Orders delivered on a Business Day before 17.45, the due date of the Order shall be identical with the date at which the Order has been delivered.
- In case of Orders delivered on a Business Day after 17.45, the due date of the Order shall fall on the following Business Day.
- In case of Orders delivered on other days than Business Days, the due date of the Order shall fall on the first following Business Day.

Collection Orders arranged to the debit of accounts kept with other banks shall be executed as follows:

- Orders must be delivered to the Bank by 17:45, 1 Business Day before the due date of the Order (at the latest).
- Unless an Order is delivered by the deadline set forth in the foregoing clause, the due date of the Order shall be identical with the Business Day following the delivery of the Order and complying, if such Business Day complies with the condition set forth in the foregoing clause.

- 4.8 If collection Orders arranged to the debit of an account kept with the Bank cannot be settled at the required date of payment (due date) by 18:00 due to a lack of funds in a relevant Account, the processing of the Orders shall be delayed and the Orders shall be processed overnight. If, still, no liquid funds are available in the Account, the Bank shall place these Orders into the File and the Moment of Effectiveness of such Orders shall not occur before the day on which all prerequisites required for the execution of the Order shall be fulfilled, as agreed upon with the Client.

D) Express Payment in CZK (Order for an Express Payment Made in CZK)

- 4.9 The Service may be used to submit an Order for an express payment made in CZK arranged to the debit of a current Account and to the credit of an account kept with another bank in the Czech Republic. The Order shall be executed without any confirmation for the payee's bank.
- 4.10 An Order for an express payment made in CZK must be delivered to the Bank by 12:45 at its due date (at the latest). Failing this, the Bank shall be entitled to process the Order as a standard Order for a payment made in CZK, or reject the Order and not to execute the payment.
- 4.11 An Order for an express payment arranged to the credit of a CZK account kept with the Bank shall be processed as a standard Order for a payment made in CZK, however only if such Order is delivered by 12:45. In such case, the due date of the Order shall be identical with the date at which the Order has been delivered. If it is delivered after 12:45, the Bank shall be entitled to process the Order as a standard Order for a payment made in CZK or reject it and not to make the payment.

E) Foreign Payment

- 4.12 The Service may be used to arrange a Foreign Payment classified as 'Urgent'. If not explicitly classified, a Foreign Payment shall be processed as an 'Express' payment.

- 4.13 Foreign Payments classified as 'Urgent' shall be executed as follows, except for Orders with an advanced due date:

- In case of 'Urgent' Orders in selected currencies delivered on a Business Day before 11:45, the due date shall be identical with the date at which the Order has been delivered.
- In case of 'Urgent' Orders in selected currencies delivered on a Business Day after 11:45, the Bank shall reject such Orders and respective payments shall not be executed.
- In case of 'Express' Orders for Foreign Payments (except payments to EEC countries made in EUR) delivered on a Business Day before 14:45, the due date shall be identical with the date at which the Order has been delivered.
- In case of 'Express' Orders for Foreign Payments (except payments to EEC countries made in EUR) delivered on a Business Day after 14:45, the due date shall fall on the following Business Day.
- In case of 'Express' Orders for Foreign Payments to EEC countries made in EUR on a Business Day before 16:45, the due date shall be identical with the date at which the Order has been delivered.
- In case of 'Express' Orders for Foreign Payments to EEC countries made in EUR on a Business Day after 16:45, the due date shall fall on the following Business Day.
- In case of Orders delivered on other days than Business Days, the due date shall fall on the first following Business Day.

- 4.14 Foreign Payments made to the credit of accounts kept with the Bank's Branch shall be executed as follows, except for Orders with an advanced due date:

- In case of Orders delivered before 13:45, the due date shall be identical with the date at which the Order has been delivered.
- In case of Orders delivered after 13:45, the Bank shall reject such Orders and respective payments shall not be executed.

Foreign Payments made to the credit of accounts kept with the Bank's Branch shall always be processed by the Bank as 'Urgent' payments regardless of their classification.

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

- 4.16 If a Foreign Payment is to be made, the Bank shall choose at its discretion a foreign bank that shall process it, unless agreed upon otherwise between the Bank and the Client. The Client agrees that if an incorrect Unique Identifier is stated, the Bank may charge to the Client fees associated with the returned payment.

- 4.17 The Client shall be obliged to inform the Czech National Bank of Foreign Payments that are subject to reporting duty as required by law.

F) SEPA EuroPayment

- 4.18 The following rules shall apply to the execution of SEPA EuroPayment Orders, except for Orders with advance payment dates:

- In case of SEPA EuroPayment Orders delivered on a Business Day before 16:45, the due date of the Order shall be identical with the date at which the Order has been delivered.
- In case of SEPA EuroPayment Orders delivered on a Business Day after 16:45, the due date of the Order shall fall on the following Business Day.
- In case of SEPA EuroPayment Orders delivered on other days than Business Days, the due date of the Order shall fall on the first following Business Day.

The Bank reserves the right to change the above deadlines.

G) FX Payment

- 4.19 The provisions applicable to an Order for a payment made in CZK, Order for a Payment Made in a Foreign Currency, Foreign

Payment or SEPA EuroPayment shall be accordingly applied to a FX payment, depending on a type of the FX payment.

- 4.20 An FX payment within the Bank must be delivered to the Bank by 16:45 at its due date (at the latest).

H) Order for a Payment Made in a Foreign Currency

- 4.21 The following rules shall apply to the execution of Orders for a Payment Made in a Foreign Currency within the Bank, except for Orders with advance payment dates:

- In case of Orders delivered on a Business Day before 20:15, the due date of the Order shall be identical with the date at which the Order has been submitted.
- In case of Orders delivered on a Business Day after 20:15, the due date of the Order shall fall on the following Business Day.
- In case of Orders delivered on other days than Business Days, the due date of the Order shall fall on the first following Business Day.

Article 5. RFT Instruction (Request for Transfer)

- 5.1 The Client may use the Service to submit an RFT instruction upon a mutual agreement between the Client and the Bank. The Bank shall forward the RFT instruction to a relevant bank in a form of the MT101 swift message.
- 5.2 The bank keeping the account to be debited shall settle the payment in accordance with the Client's request to the debit of the specified account and to the credit of the other account.
- 5.3 The Client shall be obliged to arrange in advance with the bank keeping the relevant account for all particulars and terms making it possible for the Client to make payments to the debit of the account kept with the other bank. KB shall not be held liable for possible non-execution of a RFT instruction if the Client fails to meet the above requirements. The Bank shall not examine whether the account kept with the other bank, from which the payment shall be debited, belongs to the Client or to a third party.
- 5.4 The Bank shall forward RFT Instructions to other banks on the same day they shall have been delivered to the Bank provided that the Moment of Effectiveness of the Order has already occurred, from 8:00 to 17:00 hrs, in 30 minute intervals or, as the case may be, on the nearest following Business Day if RFT Instructions have been submitted after 17:00 or on other days than Business Days. RFT Instructions containing Collection Orders arranged to the credit of a current Account and to the debit of accounts kept with the Bank shall be executed as follows:
- In case of RFT Instructions delivered on a Business Day before 15:00, the due date of the Order shall be identical with the date at which the RFT Instruction has been delivered.
 - In case of RFT Instructions delivered on a Business Day after 15:00 or on other days than Business Days, the Moment of Effectiveness of the Order shall occur on the following Business Day at the latest.
- 5.5 The Client may get information on RFT Instructions at the Client Support telephone number 955 551 553 (option 2). If the Bank rejects an RFT Instruction, it shall inform the Client about the rejection by a notification posted on the Notice Board.
- 5.6 The Client shall not be entitled to cancel (withdraw) a submitted RFT Instruction.

Article 6. Other Services

Status of Payments

- 6.1 The Client may use the Service to get following information:
- Information on an acceptance/rejection of an Order by the Bank;
 - Information on placing an Order to (or removing an Order from) the File, on a calendar day following the settlement (attempted settlement) of the Order;
 - Information on non-execution of Orders on a given Business Day, on a calendar day following their settlement, always with a reason of such rejection stated.

Advice Notes

- 6.2 The Bank shall send to the Client information on settlement of Orders delivered to the Bank by 17:45 in the course of a relevant Business Day by a credit/debit advice note.
- 6.3 The Bank shall send advice notes between 8:00 and 18:00 on a relevant Business Day.
- 6.4 The Bank shall forward advice notes on payments made using direct banking services, Expresní linka KB, at the branch and on 'Received' payments from abroad, or pre-advice notes about payments implemented via the CNB CLearning centre.

Order Settlement Messages (Statements of Accounts)

- 6.5 The Client may always download statements of Accounts for a relevant Business Day from the Bank's MC server on the following calendar day. The statements are prepared daily, no matter whether balances in the Accounts have changed or not. Statements that have not been downloaded shall be available on the Bank's MC server for a period of 12 months.
- 6.6 If the Client fails to meet the terms and conditions of a credit contract entered into by the Bank and the Client, the Bank shall not be obliged to provide in the statements of accounts any information on the settlement of credit repayments and/or a notice on the credit account balance with respect to repayments of the credit, interest and fees.

Statements of Accounts Kept With Another Bank

- 6.7 Statements of accounts kept with other banks may be forwarded to the Client upon a mutual agreement between the Client and the Bank, which shall have been delivered to the Bank exclusively in a form of the MT940 swift message. The Bank shall not examine the statements and shall not be held liable for their material adequacy and formal correctness.
- 6.8 The statements of accounts in a form of a swift message shall be available to the Client in the same form in which the Bank has received them. The Bank shall forward the statements to its Clients continuously, from 7:00 to 17:00 on Business Days.

Exchange List

- 6.9 The Bank's exchange list available on the Bank's MC server is intended only for calculation of limits set in foreign currencies. The conversion is made using a KB non-cash mid-market (middle) rate.

Notice Board

- 6.10 The Bank shall use the Notice Board to inform the Client particularly of the following:
- Current state of functioning of the Service;
 - Momentary inaccessibility of Bank's internal systems;
 - Planned inaccessibility of the Service;
 - Changes to the payments system utilised via the Service;
 - Proposed changes and amendments to the Product Terms and Conditions, General Conditions, Notices and Tariff of Fees;
 - Other information associated with the Payment Services and required under the Payments Act².
- 6.11 The Client shall be obliged to check the Notice Board regularly for posted information.
- 6.12 The bank shall be entitled to send information posted by the Bank for the Client on the Notice Board, as well as other information concerning a User, to the Users via electronic mail at their contact e-mail addresses. If they disagree with this manner of sending the information, they must notify the Bank at the address sluzby_pb@kb.cz.

Article 7. Complaints and Information on the Orders

- 7.1 The Client may lodge complaints concerning the Service with the Client's Point of Sale, at the Client Support telephone number 955 551 553 (option 2) or at the fax number 955 533 959, use other

² Act No. 284/2009 Coll., the Payments Act, as amended.

numbers communicated by the Bank, or send an e-mail at the address: sluzby_pb@kb.cz.

- 7.2 Complaints made over the telephone must be subsequently confirmed in writing. If so requested in a telephone complaint, the Bank shall provide the Client with information on the date, time and code of the telephone conversation and, if need be, with other agreed information.
- 7.3 The Client and the Bank have agreed that, in the event of a dispute over submitted Orders and/or sent messages or a dispute on the manner in which the submitted Orders and/or sent messages have been processed and on the result of their processing, they shall respect relevant objective findings in the systems of both contracting parties. Furthermore, the Bank shall investigate the subject of the dispute with all means at its disposal. Only those Data Files, the record of which – i.e., the date, time and code of processing – is accessible to their sender in a particular report on a successful placing of the Data File on the Bank's MC server, may be subject of a dispute.
- 7.4 While investigating any dispute, the Client and the Bank shall abide by a mutual agreement on resolving identified causes of the dispute (e.g., by repeated sending of the data, supplying additional information concerning the conversion of the sent data, etc.) with the aim of minimizing possible negative impacts on the Service's operation.

Article 8. Security of the Service

- 8.1 The User's Signature must be attached to each message sent by the Client via the Service.
- 8.2 Each User must have his/her Private and Public Key. A User shall use the Service to generate his/her Private and Public Key. The Public Key shall be subsequently sent to the Bank's MC server, the Bank shall verify it and approve its validity.
- 8.3 After the Bank approves the Public Key, an Initialising Letter must be delivered to the Bank with respect to each Public Key, first by fax and subsequently (within one month) by post. If the User fails to meet the aforesaid deadline, the Bank shall be entitled to restrict the use of the Service in case of the particular user, above all disable the submitting of Orders.
- 8.4 The User shall be obliged, for security reasons, to generate a new Private and Public Key in accordance with Articles 8.2 and 8.3 hereof within 2 years from the approval of the validity of the Public Key. The Service cannot be used without a valid Public Key.
- 8.5 The User shall be obliged to protect his/her Private Key from misuse. If the Private Key is divulged or misused, or the User reasonably suspects that such situation has occurred, he/she shall be obliged to notify the Bank immediately and subsequently alter his/her Private Key.
- 8.6 When the Remote Signature functionality is used, a message signed with one Signature shall be stored at the Bank's MC server for 9 calendar days (including the date of delivery of the message with the first Signature attached) at a maximum. The Bank shall subsequently annul the message unless another Signature has been attached thereto within the above deadline.
- 8.7 The Bank shall not be held liable for any possible damage suffered by the Client during the transfer/transmission of data, or for any consequences of interruption of their transfer/transmission. The Client acknowledges that he/she is aware of possible risks associated with using a public data network for transferring/transmitting information on bank (finance) transactions.
- 8.8 The Bank shall not be held liable for any consequences or any damage suffered by the Client as a result of a fault in Client's equipment or another malfunction on the part of the Client that could make mutual communication impossible.
- 8.9 The Bank shall be liable for damage the Client suffers in association with the provision of the Service starting from the moment the Bank has created a record (i.e., the date, time and code of processing) on the Bank's MC server on the receipt, entirety and correctness of the data received from the Client. The Bank shall be liable for any damage caused as a result of a misuse of the Service by an unauthorised person using the User's Signature after the Bank has received:

- A relevant request from the Client for cancellation of a particular User,
 - An Initialising letter from a particular User after the User has generated a new Public and Private Key.
- 8.10 The Bank shall not be liable to the Client for possible damage resulting from an interruption in providing of the Service if the Bank has immediately informed the Client of such circumstances.
- 8.11 The Bank shall not be liable for cases where the Service cannot be used for reasons that are beyond the control of the Bank or its partners (power failure, interruption to the connection with the Bank via the public data network, strike etc.).
- 8.12 Electronic communications networks (public telephone lines, mobile network lines, e-mail and fax) used for the 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. 127/2005 Coll., on Electronic Communications, as amended.

Article 9. Client's Obligations

- 9.1 The Client is obliged to use the Service in accordance with the Contract, Bank instructions, Service user's manual published by Management Data Praha, spol. s r.o. and Handbook.
- 9.2 The Client is obliged to check continuously whether the settlement messages received from the Bank correspond to the Orders that he/she has sent to the Bank via the Service and whether the Bank has executed or rejected the submitted Orders. The Client shall be obliged to notify the Bank of any ascertained faults in the settlement of the Orders as well as any other errors and/or discrepancies in the Accounts without any unnecessary delay. Belated notification may result in denial of Client's (or User's) claim for damages or titles arising from an unauthorised or erroneously performed payment transactions pursuant to the General Conditions.
- 9.3 The Client shall be obliged to check the Notice Board regularly for posted information.
- 9.4 If the Client's Private Key is disclosed or misused, or his/her own device with the MC application is lost or stolen, he/she shall be obliged to notify the Bank without any unnecessary delay. Belated notification may result in denial of Client's (or User's) claim for damages or titles arising from an unauthorised or erroneously performed payment transactions pursuant to the General Conditions.
- 9.5 The Client is obliged to protect any information concerning the Service and proceed in such manner that the Service is not misused. In particular, the Client is obliged to protect his/her own computer system and component parts thereof from misuse. The Client must take care of and is liable especially for the following:
- comprehensiveness and integrity of the software installed for the purpose of utilizing the Service,
 - preventing improper an unauthorised use of the equipment dedicate to the use of the Service,
 - securing the computer (PC) from being misused by a third party,
 - installing and regular updating an anti-virus application to enhance the protection from harmful programmes (viruses),
 - using anti-spyware applications (e.g. Ad-aware, Spybot) to enhance the protection against tracking User's activities on the PC by parasite programs, and
 - introducing safety measures when using PC-related infrastructure (PC, network, back-up, media storage, Internet firewall, etc.).
- 9.6 The Client shall be obliged to notify the Bank of a threatened misuse of the Service without any unnecessary delay at the Client support telephone number 955 551 553 (option 4) and ask the Bank to block the access to the Service. The Client shall supply the Bank with information necessary for his/her identification and shall provide all known details concerning the circumstances of the

threatened misuse of the Service. The Bank consequently blocks access to the Service or changes or suspends provision of the Service. The entitlement of the Client to request blocking of access to the Service at the Client's Point of Sale is not affected.

The Client is also entitled to request blocking of access to the Service for individual Users via Client support; a User is only entitled to request blocking of his access to the Service in this manner. The Bank is entitled to restrict the entitlement of the Client and the User pursuant to the previous sentence or certain times of day.

- 9.7 The Client acknowledges that any and all information on the MC Service and its use is confidential. The Client must not use this information for any purpose other than that for which it has been provided, and may not divulge it or make it accessible to third parties without prior written consent of the Bank. If it is necessary that a third party or Client's employee should obtain certain information, the Client shall bind such persons to secrecy in compliance with these Conditions and with the relevant contracts for the opening and maintaining of Accounts.
- 9.8 The Client is not entitled to permit third parties to use the Service. The Client may only use the Client's MC application for the agreed-upon purpose and must not distribute, modify or copy the Application without prior written consent of the Bank.
- 9.9 The Client shall ensure that all Users are familiar with the Contract, Service user's manual published by Management Data Praha, spol. s r.o. and Handbook, and that they abide by the provisions thereof and abide by the recommendations contained therein. The Client shall be held liable if a User breaches the obligations set forth herein, as well as and for any damage caused to the Bank by a User or third party using the Service.
- 9.10 The Client shall discharge his/her duty to inform the Bank as required by these Conditions, particularly under Articles 8 and 9 hereof, at the Client's Point of Sale, over the telephone at the Client Support number 955 551 553 (option 2) or at another telephone number communicated by the Bank. Should the Client fail to fulfil the duty to inform the Bank within three Business Days from the day on which such duty has arisen without being prevented from doing so by particularly serious reasons, he/she shall be deemed to fail to notify the Bank without unnecessary delay.
- 9.11 The Client shall be held liable for any damage suffered by the Bank as a result of a breach of Client's obligations set forth in Articles 8 and 9 hereof.
- 9.12 The Bank shall not be held liable for any unauthorised or erroneously performed payment transactions, for any damage suffered by the Client as a result of a breach of his/her obligations set forth under Articles 8 and 9 hereof, or for any loss or damage resulting from an incorrect authorisation or non-execution of an Order due to reasons caused by the Client or a payee.
- 9.13 If the Client ascertains that access to the 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 through the mediation of the Service pursuant to the Payments Act.

Article 10. Termination of the Contractual Relationship

10.1 The Contract shall expire/be terminated:

- At the date of the expiry/termination of a contract for opening and maintaining the Account from which the Bank is entitled to settle the fees for the provision of the Services;
- In case of a change of the person for whom the Bank keeps the Account from which the Bank is entitled to settle the fees for the provision of the Services, as from the date at which the Bank learns of such change;
- 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 on the Business Day following the date of delivery thereof to the other contracting party, except in cases where the Bank terminates a Contract with a Qualified Client, in which cases the Bank shall be entitled to

terminate the Contract in accordance with the General Conditions; or

- As at the Conclusive Date.

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 Client's current accounts, deposit accounts (including term accounts) or credit accounts with which the Service is provided.

"Account Limit" shall mean an Account limit defined in the Request for Supplying the *MultiCash KB* Service for a specific User. The Account Limit is renewed once per each calendar day, always in the beginning of the day, and registered in CZK, even for Accounts denominated in a foreign currency.

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

"Bank's Branch" shall mean Komerční banka, 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., a foreign bank's branch, registered office at Hodžovo náměstí 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, products and services provided by the Bank based upon its banking licence, including investment services provided by the Bank acting as a security broker/dealer.

"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" shall mean a natural person (business) or legal person that has entered into the Contract with the Bank.

"Client Support" shall mean a Bank's telephone service designed to ensure primary telephone contact between the Bank and the Client and User while solving their demands and requests and providing information concerning the operation of the Service.

"Client's Point of Sale" shall mean the Bank's point of sale at which the Client has executed the Contract.

"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).

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

"Conversion Transaction" shall mean any transaction necessitating a currency conversion.

"Data File" shall mean a particular electronic data file created in the Client's MC application, through which the Client submits Orders and RFT Instructions via the Service.

"EEA" shall stand for the European Economic Area.

"Entity's Limit" shall mean a maximum aggregate daily amount of funds to be handled in all current Accounts and/or term Accounts by Client's all Users via the Service. The Entity Limit is renewed once per each calendar day, always in the beginning of the day, and registered in CZK, even for Accounts denominated in a foreign currency.

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

"File" shall mean a part of the Bank's automated internal accounting system, in which payments hitherto unprocessed due to a lack of liquid funds in a relevant Account are kept for a period of time determined by the Bank (or, as the case may be, agreed with the Client).

"Foreign Payment" shall mean an Order for a payment that may be used (i) for a payment made in a foreign currency or in CZK sent to a bank abroad or (ii) for a payment made in a foreign currency outside the Bank, outside the Bank. A Foreign Payment may be made to the debit of a CZK current Account or a foreign currency current Account. Payments are cleared via mutual accounts of the payer's bank and the payee's bank, or also via a mediating bank.

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

"Handbook" shall be a manual issued by the Bank for Users of the Service, which the Bank is entitled to amend. The Bank has made the Handbook public on its website. It is also available at the Bank's points of sale. The Handbook is not a Notice as envisaged in the General Conditions.

"Initialising Letter" shall mean an announcement to the Bank containing a representation of a User's Public Key in a printed form. The Initialising Letter is created during an initialising process while the Private and Public Key are being generated. The relevant User must sign the Initialising Letter in accordance with a specimen signature shown in the *MultiCash KB* Registration Form.

"Management Data Praha" shall mean Management Data Praha, spol. s r.o., registered office at Praha 4, Bělehradská 54, Postal Code: 120 00, IČ (Company ID): 49683471, entered in the Commercial Register kept at the Municipal Court in Prague, section C, insert 22135.

"MC" shall stand for the *MultiCash KB* service used in association with the Bank's server and Client's application.

"Moment of Effectiveness" shall mean the moment at which an Order is accepted as envisaged by 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 (i) the acceptance of cash and an Order by the Bank (in case of depositing cash) or (ii) the debiting of funds from an Account (in case of cash withdrawal and other Orders), i.e., the moment at which the Bank shall (or should) receive or debit the funds.

"MultiCash KB" shall be a brand name of a service designed for sending and receiving electronic data between the Client and the Bank. *MultiCash KB* contains mainly the following modules, without limitation to them: (i) domestic payment module designed for the Czech Republic, including its English version; (ii) foreign payment module designed for the Czech Republic, including its English version; (iii) SEPA Credit Transfer module, including its English version; (iv) Cash Management basic module; (v) electronic signature, including a limit applicable to the electronic signature; (vi) RFT (MT101) module – Order for a payment made from an account kept with another bank; (vii) state of payments – information on the current state of a payment.

"Notice Board" shall mean a service designed for giving messages to the Client through the Bank's MC server.

"Notices" shall mean communications in which further conditions and technical features of providing the Banking Services are specified in accordance with the General Conditions or relevant Product Terms and Conditions. The following documents, without limitation to them, are not a Notice: the Service user's manual published by Management Data Praha, spol. s r.o.

"Order" shall mean a payment order, i.e., an instruction in which the Client asks the Bank to execute a payment transaction (Note regarding the client *MultiCash* application: The description "Standing order" in the client *MultiCash* application is understood to mean a payment order in CZK made by the Client in advance before the due date and prepared in the Client's application for subsequent sending to the Bank. This does not concern a standing Order).

"Order for a Payment Made in a Foreign Currency" shall mean an Order for a payment that may be used (i) for a payment between accounts kept with the Bank made in the same currency or in different currencies, except for cases where the payer's Account and payee's account are

denominated in CZK, or (ii) for a payment made to another bank in the Czech Republic arranged to the debit of a foreign currency current Account. The Order for a Payment Made in a Foreign Currency to another bank shall be forwarded to the clearing centre of the Czech National Bank and, therefore, the Bank shall always execute the Order in CZK, regardless of a currency of the Account to the debit of which it has been arranged.

"Private Key" shall mean data used for creating the Signature. The Client creates his/her Private Key using his/her own program.

"Product Terms and Conditions" shall mean Bank's terms and conditions regulating the provision of separate Banking Services.

"Public Key" shall mean data used for verifying the Signature. The Client creates his/her Public Key using his/her own program.

"Qualified Client" shall be a Client – Micro-enterprise or Client – Consumer with respect to the provision of Payment Services as envisaged in the General Conditions.

"Remote Signature" shall mean a functionality of the Service whereby it is necessary to sign a request with an additional Signature from another location than that from which the first Signature has been attached, so that the Bank can be able to process the request placed by the Client.

"Request for Supplying the *MultiCash KB* Service" shall mean a document containing Client's basic data and particulars necessary for the Client's administration at the Bank and setting the parameters of the Service.

"RFT Instruction" shall mean an instruction to make a payment from (to the debit of) an account kept with the Bank or another bank, contained in a Data File in a form of the MT101 swift message.

"SEPA EuroPayment" is a cashless transfer in EUR, the level of which is not limited. The account of the payer and the payee, which may be held in any currency, must be held in a member country of the European Union or in a country constituting the EEA (or also Switzerland, French Guiana, Guadeloupe, Martinique, Réunion and Gibraltar) and the bank of the payer and the payee must also be participants in the SEPA system. If the payees bank is not a participant in the SEPA system, after specification of instructions by the Client, the payment is implemented as a different type of foreign payment. Costs relating to transfer are settled in part by the payer and in part by the payee (fee type "SLEV"). The Order will be implemented as "Express". Additional data from the payer is transferred to the payee.

"Service" shall mean the *MultiCash KB* service provided on the basis of the Contract.

"Signature" shall mean an electronic signature used for verifying the identity of a sender of a particular message and as an authentication of the fact that the message to which the Signature was attached has not been altered. The Signature contains the Private and Public Key.

"Signature Class" shall mean a designation of a number and combination of instances of the use of the Signature set forth by the Client in the Request for Supplying the *MultiCash KB* Service.

"Unique Identifier" shall mean a banking link expressed by IBAN and BIC (or an account number) or, in case of domestic payments, by an account number and bank code.

"User" shall be a Client – natural person (business) and an individual authorised by the Client to use the Service provided to the Client.

11.2 Submitting/sending a request shall mean, for the purpose of these Conditions, sending a request to the Bank for processing via the Service.

11.3 Delivering a request shall mean, for the purpose of these Conditions, a delivery of a request to the Bank via the 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 *MultiCash KB* Service of 23 July 2011.

12.3 These Conditions come into effect as of 7 November 2011.