

TERMS AND CONDITIONS FOR DEPOSIT ACCOUNTS WITH TERM DEPOSITS



Effective from 1 February 2024.

Československá obchodní banka, a.s., with its registered office at Radlická 333/150, 150 57 Prague 5, Organisation ID No.: 00001350, incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section B: XXXVI, Insert 46 ("ČSOB" or the "Bank"), issues these Terms and Conditions for Deposit Accounts with Term Deposits (the "Terms and Conditions") in accordance with the Civil Code.

I. OPENING AN ACCOUNT, ACCOUNT ADMINISTRATION, AND ACCOUNT CANCELLATION

General Terms and Conditions

1. ČSOB establishes and maintains a Deposit Account with Term Deposits (the "Account" or "Deposit Account") on the basis of a concluded Contract for the Deposit Account with Term Deposits and the Terms and Conditions, in accordance with the provisions of Section 2662 et seq. of the Civil Code. The Account enables the appreciation of the Client's free funds according to the current offer of ČSOB, left to ČSOB for use over predetermined fixed periods. ČSOB opens and manages the Accounts in Czech crowns and in selected foreign currencies. ČSOB does not open multiple-holder accounts. No legal right exists to conclude a contractual relationship with ČSOB. The legal relationship between ČSOB and the Client shall be governed by the laws of the Czech Republic.
2. Prior to concluding the Contract, ČSOB identifies and performs a check of the Client, a person acting on behalf of the Client, the entity controlling the Client, the Client's beneficial owner and, if the Client's governing body includes a legal entity, the controlling entity and beneficial owner of such a legal entity, at least to the extent specified by legal regulations. If these persons refuse to submit themselves to such identification and check as required by ČSOB, no Contract may be concluded. At any time during the contractual relationship, ČSOB is entitled to require, as part of checks, the supplementation of the identification details of the above-mentioned persons, the submission of documents or information by the Client, in particular to prove the origin of the funds in the Client's account or directed to the Client's account, and evidence of the Client's creditworthiness and obligations or their credibility, and the Client is obliged to provide such information to ČSOB. Similarly, ČSOB is entitled to request the immediate submission of documents/information necessary to assess whether a transaction or trade is in compliance with the KBC Group Embargo Policy available on the Website (section ČSOB, ČSOB Policies). ČSOB shall be entitled not to execute a Client's order or any transaction that it reasonably believes is not in accordance with legal regulations and procedures of ČSOB thereunder, the Contract or the KBC Group Embargo Policy. If ČSOB exercises such a right, it shall not be liable for any damage (e.g., as a result of failure to execute the payment transaction, or its late execution). ČSOB can make copies of all documents submitted by the Client in relation to the fulfilment of the duty to identify and check the Client, for the purpose of Act No. 253/2008 Coll., as amended, and process the information thus obtained to fulfil the purpose of that Act.
3. As part of the identification and check, the Client mainly submits to ČSOB documents proving the Client's existence (or a deed of foundation for a legal entity that has already been founded, but not yet incorporated), the mode of action on behalf of the legal entity, the Client's controlling entity and the beneficial owner, and trade licence documents; ČSOB may require these documents to be not older than three months. A private individual who is a citizen of the Czech Republic usually presents an ID card for identification purposes; a citizen of another country usually presents a passport, or other documents as required by ČSOB. The private individual must promptly communicate any theft or loss of their proof of ID to ČSOB.
4. The Client is responsible for the up-to-dateness, correctness and completeness of the data given to ČSOB and will notify ČSOB without undue delay of any changes in that data and prove the change by a document from which the change is apparent (e.g., a valid identity card of a person acting on behalf of the Client), with the exception of changes in the mailing or residential (permanent) address, for which a simple notification is sufficient. Any change in identification details becomes effective on the notification date if notified at a ČSOB branch.
5. The Account funds, including the interest, are insured according to Act No. 21/1992 Coll., on banks, as amended.
6. To open an Account, ČSOB may set a minimum basic amount that needs to be deposited. The amount of the minimum deposit is specified in the Terms and Conditions or in the relevant Notification of Československá obchodní banka, a.s. for non-bank corporate clients on the set interest rate conditions for deposits / Notification of Československá obchodní banka, a.s. for non-bank corporate clients on the set interest rate conditions for foreign currency deposits (the "Notification").

Disposing of the Account and Account Funds

7. Disposing of the Account means any legal action leading to establishing, amending or expiry of the Account Contract, including granting / changing the authority to dispose of the Account funds.
8. The Client authorises their request regarding the disposal of the Account in paper form by attaching a handwritten signature according to the current Specimen Signature and/or using another method of authorisation agreed under a contract or determined by ČSOB.
9. ČSOB may refuse to accept a letter of authority to dispose of the Account/to execute a one-off action related to disposing of the Account funds which authorises the agent to confer the authority onto another person, or a letter of authority that is older than three months.
10. Any person other than the Account Holder may only dispose of the Account under a legal authorisation or a special letter of authority granted by the Account Holder, which explicitly defines the specific legal actions when disposing of the Account. If the letter of authority is not made in accordance with this clause, ČSOB is entitled to reject it.
11. ČSOB shall be obliged to block the Account funds following a court decision or a decision of any other competent authority and to execute an enforcement or take any other legal steps in accordance with the applicable legal regulations. If the Account balance is higher than the amount determined in the relevant decision, ČSOB may transfer funds corresponding to the amount specified in the relevant decision to a special account where they will be blocked; the transfer shall have no effect whatsoever on the interest the funds are liable to.
12. If a distraint or other legal proceedings regarding a claim arising in relation to the Account are conducted, the deposit or a part thereof equal to the claim that is subject to distraint or other legal proceedings shall become due on the day that a notice of legal effects of the relevant decision is delivered to ČSOB.
13. In the event that the Account Holder is represented by a guardian appointed by the court, the guardian may not dispose of the Account funds but in the interest of the Account Holder, in accordance with the applicable law and with the court decision, and is only responsible for the way the Account Holder disposes of the Account funds as it pertains to them under the relevant legal regulations and the court decision. ČSOB shall not assess whether a consent of the court or guardianship council is necessary for a particular legal action.
14. The Account Holder or the person authorised to dispose of the funds in the Account is entitled to dispose of the deposit in the Account.
15. The Account is not to be used for payment transactions.

Authorised Account Users

16. The Account Holder may authorise another person to dispose of the Account funds (the “**Authorised Account User**”). The authorisation may cover one or more of the following methods of disposing of the Account funds:
 - a) Deposit disposal orders in paper form, with a handwritten signature affixed
 - b) Deposit disposal orders made via the Electronic Banking services / ČSOB CEB service.Each authorisation granted as stated above shall be considered individually; the Account Holder shall grant or revoke the Authorised Account User's authorisation with regard to a specific manner of disposing of the Account funds. ČSOB may request the authorisation to be conferred using a specified form and may restrict the number of Authorised Account Users. The Authorised Account User must be over 18 years of age.
17. As regards the authorisation to dispose of the Account funds by means of payment orders in paper or electronic form, with a handwritten signature affixed, any changes to or revocations of such authorisations are to be done by issuing new authorisations using the applicable form.
18. The authorisation may only be issued at a ČSOB branch and it takes effect on the day of its issuing. If the authorisation includes the preparation of a new Specimen Signature for the Authorised Account User, the Authorised Account User is only entitled to use the Account funds after the Specimen Signature comes into effect. If the revocation of an authorisation is delivered to ČSOB in another manner and accepted by ČSOB, it comes into effect on the second business day following the delivery of the revocation to ČSOB.
19. An Authorised Account User authorised to dispose of the Account funds through deposit disposal orders with a handwritten signature affixed or via the Electronic Banking services / ČSOB CEB service is also authorised to check the current Account balance and movements and changes in Account funds, as well as to collect Account statements and any correspondence addressed to the Account Holder, unless the correspondence is intended strictly for the Account Holder.
20. Under exceptional circumstances, the Account Holder may authorise a third party to execute a one-off transaction to dispose of the Account funds. The transaction covered by the authorisation granted must be precisely defined in the letter of authority, and ČSOB may require that the letter of authority be submitted to the ČSOB branch at which the transaction is to be executed up to 5 business days prior to the intended transaction date. If the letter of authority is not made in accordance with this clause, ČSOB is entitled to reject it.

Specimen Signature

21. The Client shall use their specimen signature (the “**Specimen Signature**”) to authorise transactions to be executed against a deposit disposal order in paper or electronic form, with a handwritten signature affixed, and to sign any legal acts aimed at the disposal of the Account in accordance with the requirements of ČSOB. The Client may use up to two Specimen Signatures, provided in a dedicated form. If two Specimen Signatures are used, the signature provided in the “Specimen Signature 1” field is used for signing disposal orders for accounts of which the Client is the holder, and the signature provided in the “Specimen Signature 2” field is used for signing disposal orders for accounts of which the Client is only an Authorised Account User.
22. The Specimen Signature must always be connected with the signing person and comply with the Bank’s requirements for safe use thereof. The Specimen Signature must contain the first name and surname (or only the surname) of the Client and must not be executed in capital letters. ČSOB recommends that the Specimen Signature be different from that used in regular correspondence. ČSOB may refuse establishing a Specimen Signature if it is executed in a way which is inconsistent with the agreed conditions and ČSOB security requirements.
23. The Client may change/establish a Specimen Signature by creating a new Specimen Signature using the currently used form. A new Specimen Signature shall take effect:

Place of establishment	Method / time of establishment	Effect of the new Specimen Signature (once established)	
ČSOB branch	paper form	at the ČSOB branch where it was established	on the same day
		in other cases	on the following business day, at 4:00 p.m. at the latest
	biometrically, before 4:00 p.m.	on the same day	
	biometrically, after 4:00 p.m.	on the following business day	
Czech Post branch / in the presence of the courier	paper form	on the second business day, at 4:00 p.m. at the latest (if accepted by ČSOB and unless otherwise agreed)	

The valid Specimen Signature is always the one that appears in the relevant form with the latest date of the Client’s signature; the Specimen Signatures provided in the forms under the Poštovní spořitelna trademark until 31 March 2015 and in the forms of ČSOB until 8 November 2010 remain valid until the Account Holder makes a change to the authorisation in the event that other persons also dispose of the account funds, or if the Account Holder is a minor or has limited legal capacity.

24. The Client shall use the Specimen Signature at ČSOB as a whole, i.e., both at ČSOB branches and at the branches of Czech Post that are contracted points of sale of ČSOB.

Offset and Assignment

25. Without ČSOB’s prior written consent, the Account Holder may not assign or pledge their receivables from ČSOB resulting from the Contract for the Deposit Account with Term Deposits, or transfer the rights resulting from that Contract to another party, or assign the Contract as such.
26. ČSOB may offset its receivables from the Account Holder, mature or not, resulting from the management of the Account or from other bank transactions. ČSOB may offset such receivables against the Account Holder’s receivables, mature or not, from ČSOB, to which the Account Holder has become entitled in connection with the administration of any account or for any other reason. If ČSOB’s offset-eligible receivables exceed the current balances at the Account Holder’s accounts currently kept with ČSOB, ČSOB may block these accounts for the purpose of executing the offset (i.e., to render cash withdrawal, outgoing payment and direct debit from the accounts impossible) and use not only the current account balances, but also any funds to be credited to the account in the future to collect its receivables (offsetting).

Payment from an Account Subject to Distraint

27. Where, under the applicable legal regulations, ČSOB is obliged to pay out to the Account Holder the funds deposited on their Account, which is affected by an enforcement order, it shall only pay these funds out against the Client’s written request, which must indicate the amount of the funds requested by the Account Holder and the number of the Account affected by the enforcement to which the request applies.

Account Cancellation

28. Both ČSOB and the Account Holder may terminate the obligation arising under the Contract in writing at any time and without specifying reasons. The notice period commences on the day that follows delivery of the notice of termination to the other Party, and ends on the closest maturity date of the last deposit.
29. The obligation under the Contract expires and the contractual relationship ends:

- a) on the day that follows delivery of a notice of termination to the other Party (if there is not any deposit in the Account), or on the closest maturity date of the last deposit into the Account after delivery of the notice of termination to the other Party.
 - b) on the closest maturity date of the last deposit after expiry of the Account Contract.
30. The Account Holder may withdraw from the Contract in the cases specified by law.
 31. ČSOB is entitled to terminate the Account Contract and to cancel the Account if the continuation of obligations under the Contract or use of a product or service becomes unacceptable for ČSOB or illegal as a consequence of the existence of applicable legal regulations or an internal ČSOB or KBC Group policy.
 32. In the event of termination, the obligation under the Contract and contractual relationship terminate on the date that a notice of termination is delivered to the other Party.
 33. On the effective date of the notice of termination or agreement, the obligation under the Account Contract terminates, and ČSOB shall cancel the Account after the settlement of mutual rights and obligations. In the event of an Account in respect of which an enforcement proceeding is being conducted, or at which the funds are secured under any other legal proceedings, the Account will not be cancelled before the last proceeding is completed. ČSOB shall dispose of any positive balance on a cancelled Account as per the Account Holder's written disposal order. ČSOB does not apply any interest to the positive balance on a cancelled Account, and unless the balance is paid out, ČSOB registers it until the lapse of the statute of limitation for the right to its payment.
 34. The Account Holder is obliged to settle all their obligations arising from the contractual relationship no later than on the date that the contractual relationship terminates.

II. INTEREST AND FEES

General Interest Rate Conditions

1. The Account funds are subject to ČSOB interest rates in accordance with the interest-related rules applicable to the respective currency. Specific ČSOB interest rates are specified with regard to individual currencies, periods and products. The current interest rates are set in the relevant Notification available on the Website, and in every ČSOB branch. Interest rates are affected by the prices of funds on the market, ČSOB's costs of its financing and its business policies. ČSOB is entitled to change its interest rates unilaterally and without prior notice. ČSOB may also unilaterally change the interest rates towards negative figures.
2. The funds in the Account bear interest at a fixed interest rate, which is specified for the relevant term deposit in the Request for Establishment or Change of the Term Deposit Parameters (the "Request"). The interest rate shall depend on the Account currency, deposit amount, and deposit duration. The interest rate is agreed for a period corresponding to the deposit duration specified in the Request. A fixed interest rate shall be used for the entire deposit duration; if the deposit is automatically renewed, the valid interest rate on the date of deposit renewal shall be used for the next period, according to the Notification, unless otherwise agreed.
3. Interest shall be applied to the funds from the date that the funds are credited to the Account to the date prior to the withdrawal or transfer thereof from the Account. Interest on the balance of the deposit in the Account is calculated daily and is cleared in the currency of the Account on the maturity date of the deposit.
4. Interest on the Account balance for the interest-bearing period is credited on maturity of the deposit to the linked payment account at ČSOB held in the Account Holder's name in the currency of the Account (see Article III clause 1 of these Terms and Conditions). The Account Holder or the Authorised Account User may request that interest be credited to the Account as part of the interest-bearing principal.
5. Interest income is subject to tax in the Czech Republic according to the relevant legislation, unless otherwise stipulated by international treaties by which the Czech Republic is bound.
6. The current valid interest rates for the Deposit Account with Term Deposits are published by ČSOB in the Notification.
7. Based on the Account Holder's or the Authorised Account User's request, ČSOB will cancel the renewal of the term deposit and pay out the deposit and interest by transfer to the designated account on the maturity date.

Fees

8. ČSOB may charge and collect fees for the services provided as specified by the ČSOB Price List for Corporate and Institutional Clients (the "Price List") effective on the date that a fee is charged.
9. The fees are payable on the day of being cleared. The fees are charged on the day the related service is provided, on the day of a deposit withdrawal, or on the last business day of the calendar month. If a fee is charged with currency conversion, the applicable exchange rate is always the current CNB foreign exchange market rate valid on the day on which the fee is cleared. Unless otherwise agreed, the fees are always debited to the account in favour of which the service has been provided.
10. The fees for services provided during distraint or other legal proceedings shall be debited to the account after the effects of all decisions on the grounds of which ČSOB was obliged to block the account funds cease to exist.

III. MISCELLANEOUS PROVISIONS

1. A condition for the establishment and maintenance of the Account is the existence of a payment account of the Account Holder maintained with ČSOB in the same currency, which is used for payment transactions and which is linked to the Account (the "Payment Account").
2. Several term deposits in the same currency, in different amounts and with different deposit durations may be deposited in one Account at the same time, according to the individual Requests of the Account Holder or the Authorised Account User, which specify in particular the amount and duration of the deposit.
3. ČSOB will establish a term deposit on the basis of the Account Holder's or the Authorised Account User's Request and will transfer funds from the Payment Account to the Account in accordance with that Request.
4. The transfer of funds to the Account is always carried out by ČSOB only through the Payment Account. The Account Holder or the Authorised Account User does not make payment transactions from the Payment Account in favour of the Account.
5. The deposit commencement date and the deposit maturity date shall always be business days. The duration of the deposit in months is chosen by the Account Holder according to the ČSOB offer. The duration of the deposit begins on the date the deposit is credited to the Account.
6. On the maturity date of the term deposit, ČSOB will transfer funds from the Account to the Payment Account.
7. If the maturity date of the term deposit falls on a day other than a business day, the maturity date of the term deposit will be the nearest following business day.
8. The Account Holder or the Authorised Account User may arrange for automatic renewal of the deposit ("renewal"). Upon renewal, the deposit is renewed with effect from the maturity date of the deposit and at the interest rate currently in effect on that maturity date for the relevant deposit duration as set out in the Notification, unless otherwise agreed.
9. If there are insufficient funds in the Payment Account on the date of renewal of the term deposit in accordance with the Account Holder's or the Authorised Account User's request, ČSOB will not renew the term deposit.
10. Term deposit disposal orders on the maturity date of the deposit can be executed as follows:
 - a) transfer of the deposit to the Account Holder's Payment Account. If the transfer cannot be carried out for reasons caused by the Account Holder, ČSOB is entitled to proceed according to letter (b) of this clause,
 - b) automatic renewal of the deposit for the same deposit duration,
 - c) automatic renewal of the deposit with the same duration and with an increase of the deposit in the Account by the agreed amount by transfer from the Payment Account,
 - d) automatic renewal of the deposit with the same duration and with a decrease of the deposit in the Account by the agreed amount by transfer to the Payment Account,
 - e) cancellation of the deposit renewal and transfer of the deposit to the Payment Account. If the transfer cannot be carried out for reasons caused by the Account Holder, ČSOB is entitled to proceed according to letter (b) of this clause, and
 - f) other options listed in the Request.
11. The Account Holder or the Authorised Account User may request ČSOB to change the parameters of an existing term deposit with automatic renewal at any time in the course of the deposit duration, no later than 1 business day before its maturity date, in writing in paper form at a ČSOB branch or electronically in case the ČSOB CEB services have been established (and if these services allow it), unless otherwise agreed. ČSOB will change the parameters of the term deposit as of the next maturity date of the deposit.
12. A term deposit can be terminated early before the maturity date, usually by mutual agreement. A request for early termination of a term deposit is submitted by the Account Holder or the Authorised Account User. In that case, ČSOB is entitled to charge the relevant fee specified in the applicable Price List or the Contract for failure to meet the agreed deposit duration, or to collect the fee directly from the Payment Account to which the funds from the term deposit were transferred.

This does not apply to cases where ČSOB itself is entitled or obliged to debit funds from the Account.
13. If a written Request is submitted to ČSOB before 3:00 p.m., the submission date shall be deemed to be the same day. If a written Request for Change is submitted to ČSOB after 3:00 p.m., the submission date shall be deemed to be the following business day, unless the Account Holder or the Authorised Account User agrees otherwise with ČSOB. If an electronic request is submitted to ČSOB before 3:00 p.m., the submission date shall be deemed to be the same day. If an electronic request or electronic Request for Change is submitted to ČSOB after 3:00 p.m., the submission date shall be deemed to be the following business day, unless the Account Holder or the Authorised Account User agrees otherwise with ČSOB.
14. In the event that no term deposit is placed in the Account, a new deposit may be placed in the Account at any time upon the Account Holder's or the Authorised Account User's Request.

IV. ACCOUNT STATEMENTS

1. The Account Holder receives Account statements issued at intervals and in the manner as agreed in the Contract, at a maximum monthly frequency, which is considered the standard frequency for issuance of the Account statement at ČSOB. If no payment transactions occurred during that period, no Account statement is produced.
2. It is possible to agree electronic issuance and sending of Account statements in the Contract only if the Account Holder concluded, or is to conclude, a contract regarding the ČSOB CEB service with ČSOB, and the Account Holder/Authorised Account User to whom electronic Account statements are to be sent has or is to have access to the ČSOB CEB service no later than on the commencement date of issuance and sending electronic Account statements.
3. The method and frequency of Account statement issuance may change upon the Account Holder's request; however, the maximum monthly interval cannot be extended.
4. The Account Holder is required to immediately check any statement received for continuity of the settlement process, correctness of the balance of the account funds and correctness of the payment transactions executed. If the Account Holder identifies any irregularities, they shall communicate them to ČSOB without undue delay, and in any event within the time limit stipulated by the relevant legal regulations.
5. Where it has been agreed that the statements shall be sent via the ČSOB CEB service and the contractual relationship with respect to the Account is terminated, the final Account statement shall be sent to the Account Holder in paper form, at the mailing address communicated by the Account Holder to ČSOB.
6. Where it has been agreed that the statements shall be sent via the ČSOB CEB service and the contractual relationship with respect to the ČSOB CEB service is terminated, the Account statements shall continue to be sent to the Account Holder in paper form, at the mailing address communicated by the Account Holder to ČSOB.

V. MUTUAL COMMUNICATION

General Terms and Conditions

1. Communication between ČSOB and the Client shall take place in the Czech language unless otherwise agreed, namely:
 - a) through personal visits to ČSOB branches,
 - b) over the phone / by text messages,
 - c) by post (in paper form),
 - d) electronically (especially via the ČSOB CEB service, email or data box), if the agreed service allows this method of communication,
 - e) via a phone call to the Client Centre.

The Client may communicate with ČSOB via data box provided that the Bank is able to verify the Client's identity and all requirements for the relevant legal action are met.

2. ČSOB may use all the Client's contact details for communication with the Client (addresses, emails, phone numbers) communicated to it by the Client at the time of establishing the contractual relationship and in the course thereof.
3. Documents addressed to the Client may be collected at ČSOB by the Client (Account Holder or Authorised Account User) or other duly authorised persons.
4. Documents addressed to ČSOB shall be deemed delivered once they are delivered to any of its branches.

Delivery via a Postal Service Provider

5. ČSOB may send documents delivered by a postal service provider to the Client:
 - a) to the mailing address communicated by the Client;
 - b) to the address of the registered office unless the Client communicates a mailing address; ČSOB may send the document to the address of the registered office whenever it deems fit with regard to the circumstances; the address of the registered office must not be the address of a P. O. BOX;
 - c) to another agreed address; the agreed address shall not be a ČSOB branch.
6. ČSOB shall send (give) documents concerning the conclusion, change and termination of the contractual relationship, or a breach of a contractual obligation, addressed to a Client with limited legal capacity to the Client's legal guardian and also to the Client, where applicable.
7. The Client shall arrange for the receipt of consignments at the above addresses, and any breach of this obligation shall be considered a wilful frustration of delivery. If a notification is sent to an agreed address by registered post or with a delivery note and is returned to ČSOB as undeliverable (irrespective of the reason), the effects of delivery shall occur on the day of return thereof to ČSOB. Other notifications sent to the agreed address are deemed delivered to the Client on the third business day following the date of sending in the Czech Republic, and on the

15th business day following the date of sending abroad. If a document sent to the Client is returned as undeliverable, ČSOB may suspend sending any correspondence relating to the account.

Translations and Legalisation

8. For documents served in any language other than Czech, ČSOB may require that the Client acquire a certified translation into Czech at their own expense. ČSOB shall not be held liable for any delay in the execution of a service or an order due to the need to have the relevant document translated.
9. If the Client submits a foreign public document or private document certified by a foreign authority, ČSOB may require that the document be subject to a higher form of legalisation (super-legalisation) or provided with an apostille.
10. ČSOB may require an official authentication of the signature on all written legal acts that are not taken in the presence of a ČSOB employee, using a specified form.
11. ČSOB shall have a reasonable period of time, generally ten business days, to review any documents submitted under unusual circumstances (e.g., foreign public documents, letters of authority, documents relating to trust succession, trust funds, etc.). In the event of more complex situations, ČSOB may extend the above time limit. It shall inform the Client of the extension.

VI. CLARIFICATION OF CERTAIN TERMS

Some important terms and abbreviations used in the Terms and Conditions are listed and explained below.

Banking Information – information containing the Client's identification details, term of their contractual relationship with ČSOB, basic information on the accounts (whether the account is active, and whether the account balance is positive), ČSOB position on the Client's financial obligations to ČSOB (whether the obligations are repaid in a due and timely manner), evaluation of the Client's credibility and, where appropriate, recommendation of a business connection.

BIC (Bank Identifier Code) – the swift address of the provider (bank), which allows the provider to be identified uniquely within the country concerned.

Confidential Information – information regarding the Client which ČSOB obtained in connection with the provision of services, and which is subject to the confidentiality obligation.

IBAN (International Bank Account Number) – the international bank account number which allows unique identification of the account number with the relevant provider (bank) of the beneficiary in the relevant country.

Client

Private individual – non-entrepreneur, private individual entrepreneur or legal entity,

- a) who has expressed their intention to establish a contractual relationship with ČSOB aimed at the provision of services,
- b) to whom ČSOB provides services on a contractual basis,
- c) who is authorised to dispose of the account funds or who gives disposal orders to ČSOB in any form.

Client Centre

Phone support service provided to Clients via a free client helpline.

Account Holder – a legal entity with which ČSOB has entered into an account contract.

Notification

Notification of Československá obchodní banka, a.s. for non-bank corporate clients on the set interest rate conditions for deposits in CZK / Notification of Československá obchodní banka, a.s. for non-bank corporate clients on the set interest rate conditions for foreign currency deposits

Price List

The ČSOB Price List for Corporate and Institutional Clients, available on the Website and at each ČSOB branch.

ČSOB Group – ČSOB and entities forming a corporate group with ČSOB, specifically:

Hypoteční banka, a.s., with its registered office at Radlická 333/150, 150 57 Prague 5, Organisation ID No.: 13584324,

ČSOB stavební spořitelna, a.s., with its registered office at Radlická 333/150, 150 57 Prague 5, Organisation ID No.: 49241397,

ČSOB Pojišťovna, a.s., member of the ČSOB Group, with its registered office at Masarykovo náměstí 1458, 532 18 Pardubice – Zelené Předměstí, Organisation ID No.: 45534306,

ČSOB Penzijní společnost, a.s., member of the ČSOB Group, with its registered office at Radlická 333/150, 150 57 Prague 5, Organisation ID No.: 61859265,

ČSOB Asset Management, a.s., investment company, with its registered office at Radlická 333/150, 150 57 Prague 5, Organisation ID No.: 25677888,

ČSOB Factoring, a.s., with its registered office at Benešovská 2538/40, 101 00 Prague 10 – Vinohrady, Organisation ID No.: 45794278,

ČSOB Leasing, a.s., with its registered office at Na Pankráci 60/310, 140 00 Prague 4, Organisation ID No.: 63998980,

ČSOB Leasing pojišťovací makléř, s.r.o., with its registered office at Na Pankráci 60/310, 140 00 Prague 4, Organisation ID No.: 27151221,

ČSOB Pojišťovací servis, s.r.o., member of the ČSOB Group, with its registered office at Masarykovo náměstí 1458, 532 18 Pardubice – Zelené Předměstí, Organisation ID No.: 27479714, Patria Online, a.s., with its registered office at Jungmannova 24, 110 00 Prague 1, Organisation ID No.: 61859273, Patria Finance, a.s., with its registered office at Jungmannova 24, 110 00 Prague 1, Organisation ID No.: 26455064, Patria Corporate Finance, a.s., with its registered office at Jungmannova 24, 110 00 Prague 1, Organisation ID No.: 25671413, and ČSOB Advisory, a.s., with its registered office at Radlická 333/150, 150 57 Prague 5, Organisation ID No.: 27081907.

For more details on the ČSOB Group please refer to www.csob.cz/skupina.

KBC Group – KBC Group NV, with its registered office at Havenlaan 2, B-1080 Brussels, Belgium, registration number: 0403.227.515, and entities forming a corporate group with it.

Website

The ČSOB's website, available at www.csob.cz.

Mailing address – the address communicated by the Client to ČSOB as the address to which their correspondence is to be sent.

VII. FINAL PROVISIONS

General Terms and Conditions

1. Where the Contract (or a part thereof) has also been prepared in a different language than Czech, its interpretation shall be governed by the version in Czech.
2. Except for where the context clearly requires otherwise, a word in singular shall also imply the word in plural, and vice versa.
3. ČSOB may disclose the Confidential Information to companies within the ČSOB Group. The Confidential Information may be used by the companies in the ČSOB Group in particular for serving the Client and providing customer care, including marketing and offers of trade and services provided by the ČSOB Group and their business partners, for example in the form of commercial email messages. For the above purposes, ČSOB is also entitled to provide the Confidential Information regarding the Client – a legal entity to the entities in the KBC Group. Furthermore, ČSOB is entitled to share the Confidential Information with business partners authorised to perform certain activities or offering, selling or operating any products of the ČSOB Group, for the purpose of the fulfilment of sale agreements, including the settlement of claims.
4. With the Clients' consent, ČSOB may provide their Banking Information to third parties at their request. Banking Information is used as a source of information when establishing new business contacts, making business relationships more transparent, and enhancing confidence among business partners.
5. ČSOB processes the Client's personal data in the context of the negotiations leading to the conclusion and performance of the Contract. Detailed information on the processing of personal data is provided in the "Information on Personal Data Processing" document, available on the Website and at ČSOB branches.
6. ČSOB, as a controller of personal data on the basis of a legitimate interest, makes and archives records of communication with the Clients (phone calls, emails, online chat) for the purposes of providing customer care and good customer service, focused in particular on handling their requirements or requests. The records may also be used as evidence in the event of a dispute. Recording of phone calls by ČSOB is also required by some legal regulations.
7. The Terms and Conditions and other contractual arrangements forming the Contract are also binding on other persons using the Account, for example the Authorised Account Users. The Account Holder undertakes to familiarise these persons with the contents of the Contract and the Information on Personal Data Processing.
8. The scope of the services provided at individual Points of Sale may vary; for details, see the Website.

Changes to the Contract, the Terms and Conditions or the Price List

9. ČSOB is entitled to suggest to the Client changes to the Contract, these Terms and Conditions or the Price List to a reasonable extent as a result of changes in legislation, its interpretation or changes in standards applicable to the banking market; changes in the situation on financial markets or the banking services market; developments in market and risk indicators, including requirements for capital adequacy; developments in the area of technology and security of banking services; optimisation of banking products and services or changes in the business policy of ČSOB. ČSOB shall post the information about the proposed changes on the Website no later than one month before the date that the change is to take effect, of which the Client shall be notified in a message sent to the Client's Electronic Banking/ČSOB CEB service, in an account statement, letter, email (to the last email address provided by the Client) or data message. Unless the Client rejects the proposed change by its effective date, it shall be understood that they have accepted the change. If the Client rejects the proposed change before the expected effective date, the Client is entitled to withdraw from the Contract affected by the proposed change without any extra charge and with immediate effect.
10. Contrary to the previous clause, ČSOB and the Client agree that ČSOB may unilaterally amend the Contract, the Terms and Conditions or the Price List with immediate effect in the event of a change for the reasons set out in

the previous clause provided that the amendment does not have a negative impact on the parameters and price conditions of the product, service or payment instrument in question. ČSOB shall generally inform the Client of such changes sufficiently in advance via the ČSOB CEB service, by posting the information on the Website, or by sending a statement, email or data message. The Client may also check the information about such changes at ČSOB branches.

Claims and Out-of-Court Dispute Resolution

11. The Client is entitled to complain about any faults in transactions carried out. Claims must be submitted without undue delay after a cause for a claim is established, but no later than within the limitation period determined by applicable legal regulations.

12. ČSOB accepts and handles Clients' complaints and claims in accordance with the ČSOB Claims Rules, available on the Website and at ČSOB branches. An Authorised Account User may only file a claim against the way a payment transaction has been executed if they have personally authorised the transaction.

If the Client is dissatisfied with the way their claim has been dealt with, they may have recourse to the ČSOB Ombudsman, in one of the following ways:

- a) by sending a letter to Československá obchodní banka, a.s., Ombudsman ČSOB, Radlická 333/150, 150 57 Prague 5,
- b) via a web form on the Website,
- c) by sending an email to ombudsman@csob.cz,
- d) to the ČSOB 8qvdK3s data box (in the subject of the message the Client shall indicate "Appeal against claim handling").

Any complaints may also be addressed to the supervisory authority, which is the Czech National Bank, with its registered office at Na Příkopě 28, 115 03 Prague 1, www.cnb.cz.

Effect

13. The contractual relationships, which include these Terms and Conditions, are governed by the Civil Code, including the rights and obligations arising before the date that the Civil Code takes effect.

14. These Terms and Conditions take effect on 1 February 2024 and replace the Terms and Conditions for Deposit Accounts with Term Deposits dated 1 July 2023, and are available at all ČSOB branches.