

RULES FOR ARRANGING INDIVIDUAL EXCHANGE RATES THROUGH THE CLIENT CENTRE



For foreign currency transfers (non-documentary payment transactions), it is possible to negotiate an individual exchange rate through the Client Centre (hereinafter referred to as "CC"). Transactions can only be arranged by calling the designated telephone line 800 226 221.

The conditions for arranging transactions with an individual rate are an open account at ČSOB and a sufficient balance of funds in the Client's account for the requested transaction.

The minimum amount for arranging individual exchange rates is EUR 1,000. For other currencies and cross rates, a minimum equivalent of EUR 1,000 applies (subject to prior agreement with CC).

Method and Terms and Conditions for Closing and Cancelling Transactions with Individual Exchange Rates

Transactions can be closed, altered and cancelled on business days from 8:45 am to 4:30 pm. All other times are subject to approval by ČSOB. This approval can also be given by closing the Transaction. The conclusion of the Transaction shall be deemed to be an expression of consent.

1. ČSOB and the Client (collectively, the "Parties"; individually, a "Party") understand and expressly agree that telephone conversations of their authorised persons in connection with the Transaction may be recorded by the other Party. The recording of the telephone communication will be considered by both parties as evidentiary material to the maximum extent permitted by law and as evidence of the content of the Transaction.
2. The Client shall provide the following data in their telephonic question regarding the conditions for performing the Transaction required by the Client to be performed by the Bank: ČSOB will provide the following information:
 - a) the required Currency Pair along with an indication of whether the purchase or sale of the Principal Currency is in question;
 - b) the amount expressed in the Principal Currency;
 - c) the method of accounting settlement of the Transaction - identification of the Client's accounts on which
 - d) transactions are to be settled,
 - e) the day of transaction settlement.
3. The Bank shall inform the Client about the binding rate applicable during the respective telephone conversation; however, subject to the Bank's right to change the rate at any time during the telephone conversation, the Bank may subsequently inform the Client that the original quotation is no longer valid. However, the Bank must notify the Client of the respective validity termination or change in the original quotation before the Client expresses its consent to the last applicable rate.
4. After being notified of the rate by the Bank, the Client must clearly state whether the Client accepts or refuses the rate. In the case of affirmative response of the Client, the Bank is obliged to confirm the respective Transaction by Confirmation and to confirm that if all Transaction conditions are adhered to by the Client during the agreed maturity period, the respective Transaction will be properly settled at the agreed rate. The Transaction shall be concluded upon expressing acceptance of the rate by the Client during the telephone conversation.
5. If the Client requires a full cancellation of the already agreed Transaction, the Client shall notify the Bank of such fact as soon as possible after providing the reasons for the cancellation. A cancellation must be received before 2:00 pm on the Settlement Date of the respective Transaction at the latest, unless the Bank accepts a later date.
6. ČSOB will propose the cancellation of the Transaction in the form of an opposite/new Transaction in the same currency session, amount and with the same settlement date for which the original Transaction was concluded. The rate of the new Transaction offer cancelling the original Transaction shall be based on the foreign exchange market conditions at the moment of its quotation.
7. If the Client accepts the quotation for the new Transaction rate, and if a rate loss occurs, the

Bank will have the right to make a collection from the funds deposited on the Client's account/s with the Bank. The Client must agree on the Rate for a new Transaction with ČSOB no later than 2:00 p.m. on the Transaction Settlement Day, unless ČSOB accepts a later date. In the event that an agreement is not reached by the said moment, the relevant exchange rate will be determined by ČSOB according to the conditions existing at the time on the foreign exchange market, regardless of the will of the Client. If a loss arises from the comparison of the Exchange Rate of the original Transaction and the Exchange Rate of the new Transaction cancelling the original Transaction (which are applied to the relevant amount), ČSOB has the right to collect it from the Client's account(s) with ČSOB.

8. If the Client's account(s) do not have sufficient funds necessary to carry out the Transaction, ČSOB is entitled not to carry out the Transaction.

Definition and Terms

Terms used in these Terms and Conditions and beginning with a capital letter, unless the text expressly states otherwise, shall have the following meaning for the purposes of interpreting these Terms:

1. **"Reference Currency Amount"** – sum of the Reference Currency calculated based on the respective exchange rate in the Transaction.
2. **"Base Currency Amount"** – sum of the Base Currency agreed between the Parties, and specified in the Confirmation.
3. **"Transaction Date"** – the date agreed between the Parties for the relevant Transaction.
4. **"Settlement Date"** – the date agreed between the Parties, and specified in the Confirmation for the respective Transaction.
5. **"Foreign Exchange Position"** – the Client's exposure to foreign exchange risk from a Transaction. If the Client is not exposed to any risk, he has a "closed Foreign Exchange position", if the Client is exposed to exchange rate risk in any way, he has an "open Foreign Exchange position".
6. **"Conversion"** – operation by which purchase or sale of the Base Currency Amount is performed for a certain amount of the Reference Currency.
7. **"Purchaser"** – a Party that purchases the basic Currency for the Reference Currency.
8. **"Currency Rate"** - the rate expressing the quantity of Reference Currency necessary to purchase Base Currency, as agreed between the parties on the Trade Date.
9. **"Currency Pair"** – a pair of the Reference Currency and the Base Currency entering the Conversion.
10. **"Minimum Amount"** – the lowest possible Transaction amount of EUR 1,000. For other currencies and cross rates, a minimum equivalent of EUR 1,000 applies (subject to prior agreement with CC).
11. **"Seller"** – a Party that sells the Base Currency for the Reference Currency.
12. **"Reference Currency"** – the currency agreed between the Parties and specified in Confirmation.
13. **"Transaction"** – foreign currency transfer/foreign payment order.
14. **"Base Currency"** – the currency agreed between the Parties and specified in Confirmation.

These Rules for settling individual rates via the Client Centre come into effect on 1st July 2021.