

General Business Conditions for individuals

1 November 2009

Citibank Europe plc, organizační složka

**PRAGUE
CZECH REPUBLIC**

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A. GENERAL PART

1. BASIC PROVISIONS

- 1.1. The Conditions govern all legal relationships established under the agreements or arrangements entered into between the Bank and the Client in connection with the provision of the Banking Products by the Bank to the Client. Any legal relationship between the Bank and the Client is conditional upon the acceptance of the Conditions by the Client.
- 1.2. The Conditions form an inseparable part of any agreement or arrangement entered into between the Bank and the Client in connection with the relevant Banking Product regardless of the fact whether the relevant Banking Product is expressly specified in the Conditions.
- 1.3. To the extent to which the provisions of a written agreement or arrangement between the Bank and the Client in connection with the relevant Banking Product differ from the provisions of the Conditions or contradict them, the provisions of such written agreement or arrangement shall prevail.
- 1.4. To the extent to which the provisions of parts (B) to (E) of the Conditions relating to the individual Banking Products differ from the provisions of the general part (A), (F) and (G) of the Conditions or contradict them, the provisions of such special parts shall prevail.

2. CONFIDENTIALITY OF INFORMATION

2.1. Keeping Confidential The Confidential Information By The Bank

The Bank shall treat the Confidential Information in accordance with the laws and other legal regulations binding upon the Bank and, in the role of the Client data's administrator, the Bank shall keep and process such data in conformity with the Consent granted by the Client. .. The Bank shall maintain the confidential character of the Confidential Information even after the termination of the contractual relationship between the Bank and the Client.

- 2.2. The Client further accepts and agrees with the Bank's verifying of the data acquired with respect to the Client, namely with courts, public administration authorities or with the Client's employer, provided however, that the confidential nature of the Confidential Data shall be maintained.
- 2.3. The Client represents that all the persons the personal data of whose the Client has disclosed (will disclose) to the Bank either within its application for any Banking Product or otherwise (e.g. by phone) have explicitly consented to the provision of their personal data to the Bank provided that the Bank may process it and hand over to third parties at the scope and under similar conditions as in the case of processing the Client's data in conformity with the Consent. At the same time, the Client represents that, if so called upon by the Bank, the Client will substantiate such Consent given by respective persons.

3. COMMUNICATION

3.1. Persons Authorised To Communicate With The Bank

- 3.1.1 The Client shall provide evidence of his or her identity before the execution of the first contractual relationship with the Bank and then whenever at the Bank's request. The Client shall provide evidence of his or her identity in the following manner:
 - (a) citizens of the Czech Republic shall present their valid identity cards or passports;
 - (b) foreigners shall present their valid passports or residence permits for the Czech Republic. The Bank is entitled (but not obliged) to accept at its own discretion other documents providing evidence of the identity of the Client. The Bank is also entitled in specific cases to require a further supplementary identification document from the Client. The Bank may make copies of the identification documents presented by the Client and to keep these copies as part of the information about the Client.
- 3.1.2 The Bank may state as a condition that the individual Banking Products will be provided only upon delivery by the Client of the documents and information requested by the Bank, especially in connection with performing some of the Bank's obligations under the laws in force. If the Client has provided these documents and information already upon the entering into of the first contractual relationship with the Bank the Client shall only provide evidence or certify that such documents and information are up-to-date upon entering into any further contractual relationships.

- 3.1.3 The Client shall notify the Bank in writing upon the entering into relevant contractual relationship of the facts which would classify him or her as a person that has a special relationship with the Bank under the Banking Act, and any person with a special relationship with the Bank as defined by the Capital Market Business Act.
- 3.1.4 The Client shall notify the Bank without unnecessary delay of all changes in the data handed over to the Bank in connection with the contractual relationships between the Bank and the Client and, shall provide the Bank with documents which in the Bank's opinion sufficiently evidence these changes and other information which the Bank may reasonably request. The said changes shall become effective against the Bank and binding upon the Bank not later than as of the Third Business Day following the day of hand-over of the relevant notification to the Bank regardless of the registration of any data with any public register or its full publication. The Bank shall not be obliged to reflect any notifications of the Client which are not, in the Bank's opinion, sufficiently evidenced and which do not include the information requested by the Bank. The Client shall be liable and the Bank shall not be liable for the damage incurred by the Bank or the Client due to his/her failure to duly and timely notify the Bank of the said changes, providing deceptive, misleading, incorrect or incomplete information, and failure to present, in the Bank's opinion, sufficient evidence and information required by the Bank. Should the Bank have well-founded doubts with respect to the validity of the data as handed over to the Bank by the Client in connection with contractual relationships between the Bank and the Client, the Bank may (however, is not liable), for the purposes of protection of the Client-entrusted funds, limit the usage of the Client's rights tied to respective Banking Products.
- 3.1.5 Unless specified otherwise by the Bank, each power of attorney or other authorisation given by the Client to the Agent must be in writing, it must be clear and sufficiently specific. The Client's signature on the power of attorney or other authorisation must be officially or otherwise verified in a way satisfactory to the Bank. The Bank may request that the Agent proves its identity in a manner specified in Clause 3.1.1 above.
- 3.1.6 The Client may also negotiate with the Bank through the Agent, provided that the manner of communication with the Bank through the Agent is notified by the Agent or the Bank to the Client.
- 3.1.7 The Client shall immediately inform the Bank in writing of any change, cancellation or termination of validity of any power of attorney or other authorisation granted by the Client to the Agent. Changes in the authorisation shall be evidenced by the Client by documents which, in the Bank's opinion, represent sufficient evidence, otherwise the Bank shall not be liable to take them in account. The effectiveness and bindingness of the said changes against the Bank and the liability of the Client for damage and loss shall be governed by the relevant provisions of Clause 3.1.4 above.

3.2. Means Of Communication Between The Bank And The Client, Informing the Client

- 3.2.1 Unless agreed otherwise, the Client communicates with the Bank in person, over the Internet (such as the Citibank Online service or the Internet website), by phone (such as the CitiPhone service) or through registered post, with all these in accordance with the required practice in force at the time. When acting with the Client, the Bank may, in addition to the manners of communication aforesaid, also use regular mail. The Bank may require a specific means of communication. The Client may also communicate with the Bank via the Agent. Irrespective of the above the Bank may, at their own discretion, rely on and conduct on the basis of any Notice, request or direction which the Bank will regard, at their own discretion, as given or approved by the Client, with maximum efforts to check up on such Notice, request or direction of the Client, whether or not such Notice, request or direction is given with the Client's consent or permission, orally, (in person, by phone using the CitiPhone service or otherwise), by fax, telex, telegram, e-mail or any other means of communication. Any action taken by the Bank on the basis of such Notice, request or direction shall be binding upon the Client, whether or not they are given by the Client himself or with his consent or permission.
- 3.2.2 The Client shall confirm in writing at the request of the Bank the communication made via Citibank Online or CitiPhone within three Business Days from the receipt of such request. If the Client does not provide such confirmation within the above period, the Bank shall

not be liable for any loss incurred due to its action on the basis of such unconfirmed communication.

- 3.2.3 The Bank makes available or provides the Client with information by phone only to the extent and in the manner specified in the information materials for the CitiPhone service. For the purpose of telephone enquiries, the Bank may request that the Client uses a password (T – PIN). The Client shall be liable for keeping the password secret. The Bank shall not be liable for losses and damage incurred due to any misuse of the password.
- 3.2.4 The Client agrees that each communication between him/her and the Bank can be recorded on magnetic tape, optic disc or preserved using other technology enabling its recording, maintenance and reproduction. The Client further agrees that the Bank may make and archive copies for its own purpose of all evidence, documents and other materials which were presented by the Client to the Bank. The Client agrees that in the event of a dispute with the Client the Bank has the right to use these records and copies as evidence.
- 3.2.5 The Bank has the right to request at its own discretion that copies of any original document presented to the Bank by the Client are officially verified. In the case of foreign documents presented to the Bank by the Client, the Bank reserves the right to require that these documents are officially verified or legalised or have an “Apostille” clause attached to them pursuant to the Treaty of Hague on cancellation of the requirement to verify foreign public documents dated 5 October 1961. The provisions of this Clause shall also relate to the signing of Instructions, powers of attorney, other authorisations and similar documents by the Client, Attorney or other persons authorised to communicate with the Bank.
- 3.2.6 The Bank has the right to request that the Client presents a Czech translation, prepared by official translator appointed by the court, of any document presented to the Bank in other than the Czech or Slovak language. In such case, the Bank shall only use the relevant Czech translation and it shall not investigate whether it complies with the original language version.
- 3.2.7 Where the Bank has introduced or will introduce, in respect of the Client and as part of the Bank’s reasonable practices, communicating the information as to the offer or provision of the Bank’s products according to special section (E) of the Terms and Conditions over the Internet (at the web site) and/or by any other means of electronic communication (including the Client’s e-mail address), the Bank may also provide the Client with or make him available the relevant information in this manner. Unless the Client otherwise communicates to the Bank in writing or the Client and the Bank otherwise agree in writing, the Bank may assume and the Client hereby warrants to the Bank that (i) the Client has at any time access to the Internet and agrees to this means of communication over the Internet, and/or (ii) by providing the Bank with his e-mail address he agrees to the Bank providing him with or making him available relevant information via such e-mail address. The Client may any time revoke or cancel in writing his consent with providing or making information available over the Internet or via his e-mail address and such revocation or cancellation shall take effect in respect of the Bank on the Business Day following the day the Bank receives the said revocation or cancellation in writing from the Client. In any case the Bank may only provide or make the relevant information available to such extent and in such manner as permitted under the legal regulations in force or any agreement with the Client in writing.
- 3.2.8 The Client acknowledges that electronic access to Banking Products or electronic account statements and providing or making available information and services on the Internet can be affected by breakdowns, error or interruption of operation of such network, delay in operation or transmission, attack by computer viruses, unauthorized interference by third parties or referential or system failure. The Bank therefore irrespective of the security features employed, with maximum efforts to ensure secure electronic access to Banking Products and secure provision or accessibility of information and services on the Internet, shall in no case be liable for any loss that may occur in connection with such access to the Banking Products, with the exception of instances when such loss occurred due to breach of liabilities by the Bank.

3.3. Delivery

- 3.3.1 The Bank shall deliver all notifications and documents addressed to the Client to the address, e-mail address or fax or telephone number last known or notified by the Client to the Bank for this purpose by the Client, provided that the address for delivery of letters to the Client must be located in the territory of the Czech Republic. The Client acknowledges that in respect of e-mail delivery the delivered notification or documents may be misused by a third party for which the Bank will assume no liability provided that it did not cause such misuse. The Client shall inform the Bank without unnecessary delay about any change in this delivery data, provided that the change in this delivery data is effective against the Bank from the Business Day following the day when the Bank receives the information from the Client.
- 3.3.2 The Client shall deliver all notifications and documents for the Bank to the address and fax number of the Headquarters or via CitiPhone or Citibank Online services.
- 3.3.3 Notifications or documents sent for the attention of the Client shall be considered as delivered at the moment when the Client receives the notification or document or at the moment (i) when the Client refuses to accept the consignment or (ii) upon the third day following depositing the consignment at the post office in the area in which the agreed postal address is situated even if the Client did not learn about the consignment or did not reside at the place of delivery. Other written communication shall be considered as delivered at the moment when the Client receives the consignment or on the fifth day after its dispatch if it was sent by the Bank to the agreed address even if the Client did not learn about the consignment or did not reside at the place of delivery.
- 3.3.4 The Bank is entitled to send, at its own discretion, all consignments, including money, addressed to the Client or the persons appointed by the Client in a manner usual in banking, insured or not insured, by common mail or by registered mail, specifying or not the value of the consignment unless the Client instructs the Bank otherwise. The Client shall bear all the risk of loss, damage or destruction of the consignment during its transfer to the Client or to another person to which such consignment is sent at the instruction of the Client or in connection therewith.
- 3.3.5 The Client agrees that the Bank shall not be liable for loss, damage, destruction or misuse of the consignment during its transfer between the individual Branches or between the Branches and the Headquarters if the need of such transfer arose out in connection with the fact that (i) the Bank provides some Banking Products only as a result of co-operation between the individual Branches and/or between the Branches and the Headquarters or that (ii) the Client or any third party in relation to any legal relationship between the Client and the Bank presented documents, money, valuables or any other thing which they were supposed to present at place other than that which was specified.

3.4. Removal Of Errors In Notifications

- 3.4.1 If the Bank discovers that there was an error in any confirmation, statement of account or other document sent by the Bank to the Client, it shall immediately notify the Client.
- 3.4.2 The Client shall immediately check and review all confirmations, statements of account, notifications and other documents sent by the Bank to the Client after their receipt. The Client shall further verify whether all Instructions given by the Client or on his/her behalf are duly performed by the Bank. If the Client discovers that there was an error in the performance of any Instruction given to the Bank by the Client or on his/her behalf, he/she shall immediately notify the Bank.
- 3.4.3 If the Bank discovers or if the Client notifies the Bank of any error in any confirmation, statement of account, notification or other document or in performance of any Instruction given to it by the Client or on his/her behalf, the Bank shall remove such error without unnecessary delay.
- 3.4.4 The information in any confirmation, statement of account, notification or other document sent by the Bank to the Client shall be considered as delivered, received, confirmed and approved by the Client if the Client does not notify the Bank within 20 days from their delivery to the Client that he/she does not agree to the contents of such confirmation, statement of account, notification or other document, unless otherwise agreed upon between the Bank and the Client or, unless otherwise stipulated by the Bank. Along with that the Client shall observe the directions received through the CitiPhone service, especially it is the delivery of any relevant forms and documents related to the complained transaction or issue.

4. INSTRUCTION

4.1. Persons Authorised To Give The Instruction

The Bank shall only accept a proper Instruction of the Client, his/her Agent who is at the Bank's discretion duly authorised by the Client, or other person who is at the Bank's discretion duly authorised to give such Instruction, if it has no doubts about their identity.

4.2. Performance Of Proper Instruction

4.2.1 Any Instruction given to the Bank shall be considered proper if:

- (a) it is certain, complete, correct and exact. The Bank shall make reasonable effort in judging the certainty, completeness, correctness and exactness of the information provided in connection with the Instruction;
- (b) it was handed over (and confirmed respectively) in the manner agreed between the Bank and the Client (including the conditions of the CitiPhone and Citibank Online services) or specified in the internal regulations of the Bank;
- (c) in the case of a written Instruction, it was signed in accordance with the Sample Signatures Specimen deposited with the Bank. The Bank shall verify whether the signatures on written Instructions comply with the Sample Signatures Specimen; and
- (d) it complies with the provisions of all the applicable legal regulations, other legal regulations and the internal regulations of the Bank. Otherwise the Bank shall have the right to withdraw from the contractual relationship with the Client with immediate effectiveness or declare its receivables from the Client under such contractual relationship payable immediately and forthwith.

4.2.2 An Instruction that is not proper or authentic is defective.

4.2.3 The Bank shall use the procedures and measures introduced for the purpose of verification of a due and true nature of the Instructions sent to the Bank by mail, via CitiPhone or Citibank Online services or handed over in person. These procedures and measures may be amended and changed by the Bank from time to time and the Client shall accept these procedures and measures.

4.2.4 The Bank shall perform the Instructions within a reasonable period in accordance with their character and complexity and in accordance with the relevant business practice and legal regulations. With regard to the procedures concerning the interbank settlement (clearing) stipulated by the Czech National Bank in connection with the preparation of the annual financial statement, the Bank reserves the right to specify exceptional conditions for payment orders and for wire and cash payments before the end of the calendar year. Information on these exceptional conditions shall be Published by the Bank.

4.2.5 The Bank shall not be liable for the consequences of performance of a proper Instruction. Unless so stipulated by a special legal regulation or, unless otherwise agreed upon between the Bank and the Client, the Bank shall not be obliged to instruct the Client on the exchange rate risk or other business or financial risk or other possible consequences of the banking trades or financial transactions performed by him/her. The Bank is not even in these cases liable for the results of the Client's decisions and selected procedures.

4.2.6 The Client shall indemnify the Bank against any loss or expenses incurred by the Bank as a result of the performance of a proper Instruction or incurred by the Bank in any other manner in connection with such Instruction.

4.3. Refusal To Perform The Instruction

4.3.1 Regardless of any other provision of the Conditions, the Bank shall be entitled, exclusively at its own discretion, to refuse to perform any Instruction that:

- i) is defective or in relation to which the Bank has the reason to think that it is defective, or
- ii) substantially differs from the Client's standard instructions in association with the Client's use of the Banking Products.

The Client or the person through which such instruction was given to the Bank will be notified by the Bank of such Rejected Instruction.

4.3.2 If due to unclear legal relationship (e.g. death of the Client, divorce or settlement of the common assets of the Husband and Wife) or due to other reasons the Bank has doubts whether the person giving the Instruction is really fully authorised to do so, the Bank shall have the right to refuse to perform the Instruction until such authorisation is satisfactorily proved to the Bank.

4.3.3 The Bank is not in any event liable for any damage or loss incurred due to the:

(a) Bank's refusal to perform the Instruction if it was rejected in accordance with Clause 4.3.1 and 4.3.2 above;

(b) performance of a defective Instruction if its defects were not discovered despite appropriate care being taken.

Damage, losses or expenses connected with such Instruction shall be solely borne by the Client.

4.3.4 The Bank is in particular not liable for any damage incurred due to a misuse of the CitiPhone and Citibank Online services on condition that such misuse could not have been discovered even if appropriate care was taken. If the Bank receives an Instruction via the above specified services in accordance with the procedure specified in the conditions of the CitiPhone and Citibank Online services, it shall be deemed that the Bank took appropriate care in investigating whether the Instruction was due and true.

4.3.5 The Client shall compensate the Bank for any damage, liability, claims made or costs (including the costs of legal assistance) which may be incurred by the Bank in connection with its acting on the basis of any defective Instruction (including any damage caused by any misuse of the CitiPhone and Citibank Online services under the conditions specified in Clause 4.3.4 above).

4.4. Withdrawal Or Change Of The Instruction

The Client may withdraw or change the Instruction at any time until the person for the benefit of whom the Instruction is to be performed is informed or until the action which is to be performed pursuant to the Instruction is recorded in the Bank's books, whichever of these events occurs first. All costs incurred due to the withdrawal or change of the Instruction shall be paid by the Client. The Bank shall not be liable for the damage incurred by the Client through the withdrawal or change of the Instruction by the Client.

4.5. Term For Giving The Instruction

4.5.1 The Bank shall be governed by the legal regulations of the Czech Republic specifying public holidays and non-business days. The Bank shall only accept Instructions from the Client on Business Days during the Working Hours, except for CitiPhone and Citibank Online services which operate 24 hours a day during the whole week. The date of receipt of the Instruction by the Bank shall be the date of giving the Instruction to the Bank by the Client. If the Bank receives any Instructions outside the Working Hours, it shall be understood that they were given by the Client on the following Business Day, except for the Instructions given via CitiPhone and Citibank® Online services when the date of receipt of the Instruction is the date of the actual giving of the Instruction to the Bank by the Client.

4.5.2 The Bank is entitled, for reasons worth consideration, to limit or close its operation for a necessary period. The Bank shall Publish the information on temporary suspension or limitation of its operation at its Branches in a way that it is visible from outside.

4.6. Based on your instruction delivered via CitiPhone and confirmed by Citibank, the Bank may transfer (the) cash funds into any account in the Czech Republic that you will designate. Fee charged for such card-related transaction will be deemed, per the Price List, a cash withdrawal and respective applicable interest will, in conformity with provisions of Section 7.2 (e), be determined as for cash withdrawals.

5. DOMESTIC AND INTERNATIONAL OR FOREIGN CURRENCY PAYMENTS

5.1. General Provisions

In the performance of the payment transactions, the Bank proceeds in accordance with the laws and other legal regulations binding upon the Bank as well as business practices and procedures of banks in the Czech Republic, including the principles stipulated by the Czech National Bank. If there is any change in the legal regulations or requirements of the Czech National Bank on the basis of which the Bank would no longer be entitled to proceed in accordance with the provisions specified in Articles 5.2 to 5.5 below, such provisions shall become invalid.

5.2. Place Of Payment

Unless otherwise agreed upon in writing between the Bank and the Client or, unless the Conditions specifies otherwise, any Branch shall be the place of payment in connection with any contractual relationship between the Bank and the Client. The Bank shall be entitled but not obliged to accept another place of payment proposed by the Client.

5.3. No Responsibility

Unless explicitly agreed upon otherwise, the Bank shall not be held liable for any losses incurred by the Client due to exchange rates fluctuations during the performance of FCY payment transactions.

5.4. Payments Abroad

5.4.1 If an FX license is required for certain payments, the Bank shall only perform the payment order if the Client presents in advance the relevant FX license. The liability for the acquisition of such permit is fully assumed by the Client.

5.4.2 Payments and transfers in the Czech and in the foreign currency for which a foreign exchange permit is not required shall be booked after the receipt of the payment order, i.e. without presentation of the relevant invoice or other similar documents. Each such payment order must contain a code of the payment title and the purpose of payment along with a reference to the connected invoice, accounting statement, agreement, etc. If the Bank discovers discrepancies in the payment order relating to the payment title, purpose of payment or other data, it shall notify the Client. If the discrepancy is not immediately removed, the Bank shall return this payment order to the Client along with an application for the necessary corrections.

5.4.3 The Bank reserves the right, at any time, to ask the Client to present documents necessary for the identification of the purpose of the specified payment. The Client shall provide the above specified documents at the Bank's request within two Business Days at the latest. After the receipt of the requested documents, the originals shall be returned to the Client and the copies of them will be archived by the Bank. After satisfactory presentation and evaluation of the requested documents, the Bank shall perform the relevant payment. If the documents may not be objectively presented, the Bank shall ask the Client, before the payment is made, for written declaration containing information known to the Client, purpose and other details of the payment including the reasons which prevent the Client from providing the relevant documents.

5.5. Payments/Transfers From Abroad

5.5.1 Payments from abroad and from a foreigner residing in the Czech Republic shall be credited to the Client's account with the Bank on the basis of the Payer's order. The Bank shall mark the received payment with the relevant code of the payment title. If the Bank is unable to identify the purpose of payment or if such purpose is not mentioned, the Bank may (i) ask the Client to present the documents or written notification revealing the purpose of such payment in the period specified in the request or (ii) determine the payment title which best reflects the purpose and the details of the payment and notify the Client. If the Client does not comment on the determination within 40 calendar days, the payment title specified by the Bank shall be considered confirmed by the Client.

5.5.2 Any costs or expenses connected with the above procedure shall be borne by the Client.

5.6 Payment Services

For the purpose of these Terms and Conditions insofar as they apply to payment services the below terms shall have the following meanings:

“Member State” - a member state of the European Union or any other state that is a party to the European Economic Area Treaty;

“Unique Identifier” means a combination of letters, digits or signs to identify the user or his account in the execution of Payment Transactions, as defined by the provider;

“Payer” means a user from whose payment account money is to be debited to make a payment transaction or who makes money available for a payment transaction;

“Payment Instrument” means a device or a set of procedures agreed between the Payment Service provider and the Payment Service user that are related to the user and that the user employs in making a Payment Order (such as payment cards, Internet banking, phone banking, etc.); hard copy Payment Orders received are not Payment Instruments;

“Payment Order” means an instruction to the provider whereby the Payer or the Payee requests that a payment transaction be made;

“Payment Service” means a service as defined by the Payment Systems Act allowing

money to be deposited to a payment account;

money to be withdrawn from a payment account;

money to be transferred on the Payer’s initiative;

money to be transferred on the Payee’s initiative upon approval by the Payer to the Payee, the Payee’s provider or the Payer’s provider;

money to be transferred upon an action with a Payment Instrument;

payment instruments and devices for accepting payment instruments to be issued and administered;

other Payment Services under the Payment Systems Act.

“Payment Transaction” means depositing money to a payment account, withdrawing money from a payment account or transferring money from a payment account;

“Payment Account” is an account to make Payment Transactions. The Deposit Account is not a Payment Account of the Client.

“Payee” means the user whose payment account is specified in the payment order to be credited money or who is specified in the payment order to be made available the money;

“EEA Transaction” means a payment transaction (i) in the currency of a Member State and (ii) provided by the Payee’s provider in a Member State in the case of outgoing transactions of the Client in which the Bank acts as the Payer’s provider or (iii) provided by the Payer’s provider in a Member State in the case of incoming payments of the Client where the Bank acts as the Payee’s provider.

5.7 Description of Payment Services

The Bank provides payment services in the meaning of the Payment System Act to the extent defined in these Terms and Conditions, the Info Sheet, Checking Account Agreements, Savings Account Agreements, Card Issuance Agreements, and any other agreements or documents providing for the provision of payment services, and which are provided and made available by the Bank. Any such terms, agreements, and documents providing for the provision of payment services in the meaning of the Payment System Act constitute a payment service agreement in the meaning of the Payment System Act (hereinafter also the Framework Contract).

Articles 5.6. to 5.29 shall only apply where the Bank provides payment services under the Payment System Act and such Articles shall supplement and take precedence over other provisions of Parts (A), (B), (F) and (G) of these Terms and Conditions, insofar as these Parts regulate payment services.

The Bank provides the payment services below and those agreed between the Bank and Client and described in the Framework Contract:

- **Outgoing Domestic Payment**

Payments in Czech crowns debited from the Client's payment account to an account in the Czech Republic.

Description on Payment Account statement: OUTGOING CZK PAYMENT

- **SIPO**

Payments in Czech crowns made at the request of the eventual beneficiary. Applicable to selected beneficiaries only.

Description on Payment Account statement: SIPO

- **Express Incoming Domestic Payment**

Payments in Czech crowns made by the clearing centre of the Czech National Bank under special procedures and credited to the Payee's payment account on the same day.

Description on Payment Account statement: EXPRESS CZK PAYMENT

- **SEPA Payment**

Payments in euros made within Member States under special procedures and credited to the account of the Payee's provider on the day following the day the payment is entered. SEPA payments are not limited by payment amount, and SEPA payment charges are shared automatically (the SHA principle, please refer to the Info Sheet for details). The Payee's account number for SEPA payments must comply with the IBAN format, and the Payee's bank is identified with the BIC code.

Description on Payment Account statement: SEPA Payment

- **Express Outgoing Domestic Payment**

Payments in Czech crowns debited from the Client's payment account to an account in the Czech Republic under express payment procedures. These payments are credited to the Payee on the day they are cleared by the Bank.

Description on Payment Account statement: EXPRESS CZK PAYMENT

- **Incoming Domestic Payment**

Domestic payments credited to the Client's payment account in Czech crowns that are accepted through the clearing of the Czech National Bank from other providers on the Czech market (i.e. the Payer's provider or an intermediary provider).

Description on Payment Account statement: INCOMING DOMESTIC PAYMENT

- **Outgoing Cross-border Payment**

Foreign currency payments debited from the Client's payment account to an account in the Czech Republic, international foreign currency payments and international Czech currency payments.

Description on Payment Account statement: FOREIGN PAYMENT; FOREIGN CZK PAYMENT

- **Incoming Foreign Currency Payment**

Foreign currency credit payments from providers in the Czech Republic and international foreign currency credit payments.

Description on Payment Account statement: INCOMING FOREIGN PAYMENT

- **Internal Payment**

Czech or foreign currency payments made between payment accounts opened with the Bank.
Description on Payment Account statement: INTERNAL TRANSFER

- **Direct Debit**

Payments in Czech crowns made at request of the beneficiary. The Client - the holder of the debited Payment Account must provide the Bank with a direct debit request specifying the beneficiary's account number as well as the single transaction limit and authorising the Bank to transfer any money complying with the single transaction limit. This direct debit request must be delivered before the collection cycle.

Description on Payment Account statement: identical to standard incoming payment

- **Standing Payment Order**

Czech or foreign currency payments set in the Bank's systems in order to make periodical payments at a frequency as instructed by the Client.

Description on Payment Account statement: identical to standard outgoing/internal payment

- **Outgoing Payment**

A payment made upon a completed Payment Order delivered via Internet banking, the CitiPhone service or by hand.

Description on Payment Account statement: DOMESTIC PAYMENT; EXPRESS CZK PAYMENT; FOREIGN PAYMENT; FOREIGN CZK PAYMENT; INTERNAL TRANSFER

- **Citibank Online**

Citibank Online is a modern application of high security for communicating with the Bank on the Java Financial Platform. This application enables Clients to initiate standard payment transactions, receive Payment Account statements and generate transaction reports.

- **Cash Transactions**

Cash transactions at Bank Outlets to deposit, withdraw or exchange money such that money is credited to or debited from the Client's Payment Account.

Description on Payment Account statement: CASH DEPOSIT; CASH WITHDRAWAL; CASH EXCHANGE

5.8 Due Execution of Payment Order

5.8.1 The abbreviated or IBAN number of the Client's account is the Unique Identifier of the Client.

5.8.2 Please refer to the Info Sheet for detailed requirements as to the form and content of Payment Orders, including the terms and conditions for making and receiving payments, and the required elements and technical aspects thereof.

5.8.3 Upon receipt of a Payment Order the Bank assigns a reference number to each Payment Transaction. The Payment Transaction reference number is provided on the Payment Account statement. Alternatively, the Client may learn this number using the Bank's Internet banking or by asking the Bank to share the number. The reference number of a particular Payment Transaction must be provided in any communication with the Bank concerning the relevant Payment Transaction.

5.9 Authenticating and Revoking Payment Transactions

The Payment Transaction is authenticated if approved by the Client as the Payer, unless legal regulations provide otherwise.

The following mean the approval of a Payment Transaction:

- A. For Payment Transactions made upon written Payment Orders, the delivery of the Payment Order bearing a signature corresponding to the Specimen Signature kept by the Bank at any Bank Outlet or in any other manner stipulated in an agreement or contract or defined by the Bank;
- B. Submitting the Payment Order via the CitiPhone service upon Authentication of the Client with T-PIN or individualized question and verifying such an order by phone where applicable, or submitting the Payment Order via the Citibank Online service upon Authentication of the Client with a unique user name, password and a one-off log-on code;
- C. For Payment Transactions by payment cards, authorisation according to the terms and conditions applicable to the payment cards in question.

5.10 Revoking Payment Transactions and Time of Payment Order Acceptance

5.10.1 Once accepted, the Payment Order may not be revoked by the Client unless otherwise provided for below or in the Info Sheet. Where the Payment Transaction is initiated by the Payee, the Client shall not revoke the Payment Order after transmitting the Payment Order or giving the Payee his consent to the Payment Transaction. With Direct Debit, the Client shall not revoke the Payment Order after the end of the Business Day prior to the day agreed between the Client and the Payee as the day to debit Funds from the Payment Account. The Client shall pay the Bank a fee according to the Bank's current Price Lists for any Payment Order revoked. Special conditions for revoking some types of Payment Orders may be defined in the Info Sheet.

5.10.2 The previous paragraph shall not apply where that consent or Payment Order may not be revoked as at an earlier time or that a third party's consent is required to revoke consent or the Payment Order is in conflict with the agreement of the Client as the Payer and the Bank in connection with any service other than a Payment Service.

5.10.3 If the Client requests that the Bank cancel a Payment Order after the Payment Order can be revoked (immediately and through an administrative message via Citibank Online or by contacting the customer service centre of the Bank), the Bank may, at their sole discretion, make efforts in order to cancel the Payment Order without any entitlement arising to the Client as to the Bank granting the request. The Client shall pay the Bank a fee according to the Bank's current Price Lists for the efforts made by the Bank to cancel the Payment Order.

5.10.4 Payment Orders may not be revoked, withdrawn or altered under Article 4.4 of the Terms and Conditions.

5.10.5 The time a Payment Order submitted by the Client or at request of the Payee reaches the Bank is the time the Payment Order is received. If the due date specified in the Payment Order is identical to the date the Payment Order is received and the Payment Order is delivered within the required time limit, the Payment Order is received on the same day.

5.10.6 If the time the Payment Order is received is outside the Opening Hours of the Bank or the Payment Order is received after the time limit specified by the Bank in the Info Sheet, it is deemed that the Payment Order is received at the beginning of the following Opening Hours of the Bank. To avoid any doubts, the Opening Hours may vary according to the type of Payment Transaction;

5.11 Maximum Time Limits to Execute a Payment Service and Time Near the End of Opening Hours

Please refer to the Info Sheet for the time limits to deliver Payment Orders to the Bank and the maximum time limits to execute Payment Services.

5.12 Refusal to Execute Payment Orders

- 5.12.1 The Bank may refuse to execute a Payment Order at its own discretion and without any prior notice, especially if:
- (a) a generally binding regulation provides so;
 - (b) there is any overdue debt owed by the Client to the Bank;
 - (c) grounds exist authorising the Bank to block the Payment Instrument;
 - (d) the Payment Order does not reach the Bank in the form, time limits and manner defined by the Bank or if any data required by the Bank are missing from the particular Payment Order;
 - (e) the Client's account lacks sufficient available Funds;
 - (f) the conditions are satisfied allowing the Bank to reject the execution of the Instruction under Article 4 of these Terms and Conditions or the Instruction is not proper or genuine under Article 4 of these Terms and Conditions;
 - (g) not submitted by a person authorised to submit the Payment Order;
 - (h) the Bank is not provided the Client's consent to the transaction in the case of a Payment Order at the request of the Payee; or
 - (i) other conditions for the Payment Order to be executed are not satisfied or the conditions defined under these Terms and Conditions or in an agreement between the Bank and the Client allowing the rejection of a Payment Order are satisfied.
- 5.12.2 The Bank must refuse to execute a Payment Order if a generally binding regulation stipulates that the Payment Order be rejected.
- 5.12.3 A Payment Order is not accepted if the Bank refuses to execute the particular Payment Order.
- 5.12.4 If the Bank refuses to execute a Payment Order, the Bank shall inform the Client by phone from the Bank's customer service centre or in any other manner of communication as may be agreed between the Bank and the Client under these Terms and Conditions or any other document entered into between the Bank and the Client. If possible, the Bank shall inform the Client of the grounds for refusal and the procedure to rectify the errors which led to the refusal of the Payment Order. This shall not apply where providing this information or making it available is contrary to any generally binding legal regulation.
- 5.12.5 The Client is liable for the payment of a fee according to the Price Lists for the information concerning the refusal of a Payment Order.

5.13 Payment Transaction Limits

Payment Transaction limits are always agreed between the Client and the Bank. The Client must always specify the upper limit for Direct Debit payments in which the Client is the Payer, either as a single Payment Transaction limit or a limit for a period of time agreed with the Bank.

5.14 Amounts Deducted from Transfer Amount

The Bank and the Client have agreed that the Bank may deduct its consideration from the transfer amount before this amount is credited to the Payment Account of the Client or disbursed.

5.15 Information as to Interest Rates and Exchange Rates

- 5.15.1 Unless otherwise stipulated, when the Bank converts currencies as part of a Payment Transaction, the Bank always uses the current exchange rate issued by the Bank and valid at the time the Funds are credited to or debited from the Payment Account of the Client. The Client may obtain the current exchange rate issued by the Bank via the CitiPhone service.
- 5.15.2 The Bank may at any time change the agreement specifying interest rates and exchange rates, unilaterally and without any prior notice, if such a change is based on a change to reference rates or exchange rates. Changes in the interest or exchange rate

used in Payment Transactions shall be implemented and calculated in a neutral manner. Any change in the interest rate shall be communicated to the Client on the Website of the Bank, in the Payment Account statement or at Bank Outlets without undue delay after the interest rate is changed. Any change in the interest rate or the exchange rate that is more favourable to the Client may be applied without prior notice.

- 5.15.3 Please refer to the Info Sheet for detailed information concerning reference interest rates, including the index or the base and the relevant day for determining these rates. Information regarding current exchange rates shall be made available to the Client by the Bank on the Website of the Bank and at Bank Outlets.

5.16 Language of Framework Contract and Language of Communication with the Client

The Framework Contract is entered into in Czech or English, or in both languages. Unless otherwise agreed, the governing text is the Czech language version where the Framework Contract is entered into in Czech and English versions.

5.17 Right to Be Provided Content of Framework Contract

The Client may request the Bank to provide the content of the Framework Contract as well as any other information referred to in sections 81-85 of the Payment System Act. The Bank shall provide this information without any undue delay and as defined under Article 3.2. of the Terms and Conditions.

5.18 Termination of Framework Contract

The Bank and the Client may terminate the Framework Contract in writing while complying with these Terms and Conditions and any other provisions of the Framework Contract. Contract termination following the expiration of the notice period shall not affect the existence of the Client's obligations towards the Bank (obligations primarily involving outstanding fees or unsettled balances) incurred during the existence of the relevant Framework Contract.

5.19 Action to Be Taken by the User to Ensure Payment Instrument Security; Reporting Lost Payment Instruments

- 5.19.1 The Client shall use the Payment Instrument in accordance with the Framework Contract; the Client in particular shall (a) take all reasonable actions immediately upon obtaining the Payment Instrument to protect personalised security features and (b) report to the Bank or a subject designated by the Bank any loss, theft, abuse or unauthorised use of the Payment Instrument without undue delay after they learn of such loss, theft, abuse or unauthorised use.

- 5.19.2 At any time and without any consequences, the Bank has the right to block the Payment Instrument (a) for Payment Instrument security reasons, especially when there is reason to believe that the Payment Instrument has been used without authorisation or fraudulently; or (b) due to a significant increase in the risk that the Client (or the holder of the Payment Instrument) might not be able to repay the credit available for use through the Payment Instrument.

- 5.19.3 The reasons for which the Bank may block the Payment Instrument specified herein, the terms and conditions for each Payment Instrument and any other documentation related to these Payment Instruments do not preclude the Bank from blocking the Payment Instrument under paragraph 5.19.2.

- 5.19.4 Before or immediately after (when the former is not possible) the Bank blocks the Client's Payment Instrument, the Bank shall inform the Client of this action along with the reasons for this action in accordance with Article 3 (Communication) of these Terms and Conditions or in any other manner of communication as may be agreed between the Bank and the Client under these Terms and Conditions or any other document entered into between the Bank and the Client. This shall not apply when the provision of this information might thwart the purpose of blocking the Payment Instrument or would be in conflict with any generally binding legal regulations. Once the reasons the Payment Instrument were

blocked are corrected, the Bank shall re-activate the Payment Instrument or replace it with a new one.

5.20 Liability for Unauthorised Payment Transactions

- 5.20.1 In the event of any unauthorised Payment Transaction debited from a Payment Account of the Client, the Bank shall, immediately after the Client has reported such unauthorised Payment Transaction, (a) reinstate the proper balance in the Payment Account from which the amount of the Payment Transaction was debited, or (b) refund the Client the Payment Transaction amount should (a) not be an option. For the purpose of this Article 5.20.1 the term “immediately” means a period of time that is objectively necessary for the Bank to be able to determine whether there was any effective unauthorised Payment Transaction debited from the Payment Account and who is liable for this transaction.
- 5.20.2 The Client shall bear any loss up to the amount of EUR 150 resulting from an unauthorised Payment Transaction (if the Payment Transaction is made in a currency other than euro, the conversion shall be carried out using the exchange rate issued by the Czech National Bank on the day prior to the date the unauthorised Payment Transaction is cleared), provided such loss is caused by (a) use of a lost or stolen Payment Instrument or (b) misuse of a Payment Instrument and the Client has failed to protect his personalised security features.
- 5.20.3 The Client shall bear the full amount of loss consequential of an unauthorised Payment Transaction if such loss is caused by fraudulent conduct of the Client or the Client having breached wilfully or by gross negligence any of his obligations stipulated under the Framework Contract or laid down under the Payment System Act, especially any of the obligations with respect to the use of Payment Instruments or reporting a Payment Instrument that has been lost, stolen, misused or used without authorisation.
- 5.20.4 The provisions of 5.20.2 and 5.20.3 of this Article shall not be applicable when it can be shown that there was no fraudulent conduct by the Client and (a) the loss occurred after the Client reported to the Bank the loss, theft, misuse or unauthorised use of his Payment Instrument or (b) the Bank failed to ensure that the Client would have available suitable means to report any time a loss, theft, misuse or unauthorised use of his Payment Instrument.
- 5.20.5 If, after the Bank has provided the Client with performance under 5.20.1, it is shown that the Client had no entitlement to such performance, the Client undertakes to return to the Bank, immediately upon request, all performance to which the Client had no entitlement.
- 5.20.6 The Client shall report to the Bank any unauthorised Payment Transaction in writing, by the CitiPhone service or an administrative message in Citibank Online, without undue delay after learning of such a transaction, though not later than 13 months from the date the Funds were debited from the Client’s Payment Account. The liability of the Bank for any unauthorised Payment Transaction shall cease to exist once any of the aforesaid time limits have lapsed.
- 5.20.7 The Bank shall not be liable to the Client for unauthorised Payment Transactions if the Bank was prevented from discharging its obligations by circumstances that are unusual, unforeseeable, independent of the will of the Bank and the consequences of which could not be averted by the Bank.

5.21 Liability for Wrong Payment Transactions

- 5.21.1 As the Payment Service Provider of the Payer, the Bank is liable to the Client as the Payer for any incorrect Payment Transaction, unless the Bank substantiates to the Client and, where applicable, the Payee’s provider, that the amount of the incorrect Payment Transaction was credited to the account of the Payee’s provider duly and in good time.
- 5.21.2 If the Bank is liable under 5.21.1 for an incorrect transaction and the Client informs the Bank that he does not demand such Payment Transaction be effected, the Bank shall immediately (a) reinstate the proper balance in the Payment Account from which the

amount of the Payment Transaction was debited, or (b) make the amount of the incorrect Payment Transaction available to the Client should (a) not be an option.

- 5.21.3 The practice provided under 5.21.2 shall only be employed with an incorrect Payment Transaction amount that is not credited to the account of the Payee's provider before the Client informs the Bank that he does not want the relevant Payment Transaction to be effected, provided that the Bank substantiates the crediting of such amount to the Client and, where applicable, the Payee's provider.
- 5.21.4 If the Bank is liable under 5.21.1 for an incorrect transaction and the Client fails to inform the Bank that he does not want the relevant Payment Transaction to be effected, the Bank shall immediately ensure that the incorrect Payment Transaction amount is credited to the account of the Payee's provider.
- 5.21.5 The Bank as the Payee's provider is liable to the Client in the position of Payee for any incorrect Payment Transaction only if the Payer's Payment Service Provider is not liable to the Payer for this transaction. If the Bank as the Payee's provider is liable under the previous sentence for an incorrect Payment Transaction, the Bank shall immediately (a) reinstate the proper balance in the Payment Account of the Client, or (b) make the wrong Payment Transaction amount available to the Client should (a) not be an option.
- 5.21.6 Paragraphs 5.21.1 to 5.21.5 of this Article shall not be applicable to Payment Transactions initiated by the Payee if the provider of the Payee fails to satisfy his obligation to submit the Payment Order to the Payer's provider duly and in good time.
- 5.21.7 If a Payment Transaction initiated by the Client as the Payer is effected incorrectly, the Bank shall, upon request of the Client, make every reasonable effort to track down the Payment Transaction and inform the Client of the results.
- 5.21.8 If a Payment Transaction initiated by the Client as the Payee is effected incorrectly, the Bank shall, upon request of the Client, make every reasonable effort to track down the Payment Transaction and inform the Client of the results.
- 5.21.9 If the Payment Service user (including the Client) specifies the incorrect Unique Identifier of the Payee, the Bank as the Client's provider, where the Client is the Payer, shall make every effort that may be reasonably expected of the Bank to ensure that the Funds of the incorrect Payment Transaction are returned to the Client. The Bank may demand that Client pay consideration according to the Price Lists for returning these Funds.
- 5.21.10 The Client shall report to the Bank any incorrect Payment Transaction in writing, by the CitiPhone service or an administrative message in Citibank Online, without undue delay after learning of such a transaction, though not later than 13 months from the date the Funds were debited from the Client's Payment Account. The liability of the Bank for an incorrect Payment Transaction shall cease to exist once any of the aforesaid time limits have lapsed.
- 5.21.11 The Bank shall not be liable to the Client for any incorrect Payment Transaction, including any failure to observe time limits for effecting a Payment Transaction, if the Bank is prevented from performing the relevant obligation by circumstances that are unusual, unforeseeable, independent of the will of the Bank and the consequences of which could not be averted by the Bank.

5.22 Refunding Amounts of Authorised Payment Transactions

- 5.22.1 Within eight weeks of the date Funds are debited from the Client's Payment Account the Client may demand that the amount of an authorised Payment Transaction effected on the initiative of the Payee be returned if (a) an exact Payment Transaction amount is not specified at the time of authorisation and (b) the Payment Transaction amount is in excess of an amount that could have been reasonably expected by the Client with regard to all circumstances and, in addition, (c) the Payment Transaction amount is in excess of the limit defined for the given Payment Transaction under an agreement between the Bank and the Client (including limits such as those for Direct Debit payments); however, unexpected changes in exchange rates may not be employed as argument if the Reference Exchange Rate agreed between the Bank and Client is applied.

- 5.22.2 Paragraph 5.22.1 shall not be applied where consent to the Payment Transaction has been provided by the Client directly to the Bank and where, if applicable, the Client has been provided or made available information of the exact amount of the Payment Transaction by the Bank or the Payee in the agreed manner, no later than 4 weeks prior to receipt of the Payment Order.
- 5.22.3 At the request of the Bank the Client shall provide the Bank with any information and documents to prove that the conditions for the Payment Transaction amount to be returned under 5.22.1 of this Article have been satisfied.
- 5.22.4 If the conditions as stated in this Article for an authorised Payment Transaction amount to be returned are satisfied, the Bank shall return the authorised Payment Transaction amount within 10 Business Days of the date the Bank receives the Client's request and the information and the documents referred to in 5.22.3. If the conditions for an authorised Payment Transaction amount to be returned are not satisfied, the Bank shall refuse to return this amount and inform the Client, within 10 Business Days of the date the Bank receives the Client's request and the information and the documents referred to in 5.22.3, of the grounds for the refusal along with information as to out-of-court dispute settlement and the option of lodging a complaint with the oversight authority.
- 5.22.5 If the Client expects that his Direct Debit transfers will be lowered, suspended or stopped, the Client shall immediately inform the Bank of this and properly modify or cancel the documentation supporting these transfers from his Payment Account.
- 5.22.6 The Client agrees that if the amount of an authorised transaction is returned from a transaction that was effected on the Payee's initiative and in which transaction the Payee is the Client and the Payee's provider is the Bank, the Bank may debit funds from any of the Client's accounts in order to return the amount of this authorised transaction effected on the Payee's initiative in a case in which the Payer demands a refund in accordance with generally binding legal regulations.

5.23 Corrective Settlement

- 5.23.1 If the Bank fails to charge a Payment Transaction amount in Czech currency or use the bank account details in accordance with the Client's instructions, resulting in an incorrect Payment Transaction, the bank or the savings and loan in the Czech Republic which maintains the account of the unauthorised Payee shall, on the initiative of the Bank, debit the incorrect credit amount from the account of the unauthorised Payee and surrender this amount to the Bank so that the incorrect Payment Transaction can be rectified in accordance with the Payment System Act. A measure under this Article 5.23.1 may be taken within 3 months of the date of the error which led to an incorrect Payment Transaction.
- 5.23.2 If the bank or the savings and loan in the Czech Republic fails to clear a Payment Transaction amount in the Czech currency or use the bank account details in accordance with the client's directions, resulting in an incorrect Payment Transaction, the Bank shall, in the case that the Client is an unauthorised Payee, on the initiative of this bank or savings and loan, debit the incorrect credit amount from the Client's account and surrender this amount to the bank or savings and loan so that the incorrect Payment Transaction can be rectified in accordance with the Payment System Act. The Bank may also reinstate the balance that would have been shown in the account if no incorrect Payment Transaction had occurred. A measure under this Article 5.23.2 may be taken within 3 months of the date of the error which led to an incorrect Payment Transaction.

5.24 Payment Transaction Information to the Payer

Unless agreed otherwise and where applicable to the given Payment Transaction in which the Client is the Payer, Payment Transaction information containing:

- (a) information allowing the Client to identify the Payment Transaction, and information, where applicable, as to the Payee;
- (b) the Payment Transaction amount in the currency in which such amount was debited from the Client's Payment Account or the currency used in the Payment Order;

- (c) information as to the consideration payable by the Client to the Bank for the effecting of the Payment Transaction and, if such consideration amount consists of several separate amounts, also an itemised list of such amounts;
- (d) where applicable, the exchange rate applied by the Bank and the converted amount of the Payment Transaction;
- (e) the Value Date of the Payment Transaction amount debited from the Client's Payment Account or the date of receipt of the Payment Order will be stated in the Payment Account statement that will be sent to the Client under Article 13.2.9 of the Terms and Conditions.

5.25 Payment Transaction Information to the Payee

Unless agreed otherwise and where applicable to the given Payment Transaction in which the Client is the Payee, Payment Transaction information containing:

- (a) information allowing the Client to identify the Payment Transaction, and information, where applicable, as to the Payer and other information submitted in connection with the Payment Transaction;
- (b) the Payment Transaction amount in the currency in which such amount was credited to the Client's Payment Account;
- (c) information as to the consideration payable by the Client to the Bank for the effecting of the Payment Transaction and, if such consideration amount consists of several separate amounts, also an itemised list of such amounts;
- (d) where applicable, the exchange rate applied by the Bank and the Payment Transaction amount prior to this conversion;
- (e) the Value Date of the amount credited to Payment Account will be stated in the Payment Account statement that will be sent to the Client under Article 13.2.9 of the Terms and Conditions.

5.26 BEN/SHA/OUR Charges

5.26.1 Unless otherwise stated below in these Terms and Conditions or the Info Sheet or otherwise agreed with the Client, additional charges shall be defined, in the case of the Client's payments in which the Client is the Payer, for foreign currency debit Payment Transactions or foreign debit Payment Transactions, i.e. both the fees charged by the Bank as the Payer's provider and those charged by the intermediary providers and the Payee's provider of the payment according to BEN/OUR/SHA principles (fee indicators). Please refer to the Info Sheet for detailed information as to additional fees charged for foreign currency debit Payment Transactions and foreign debit Payment Transactions.

5.26.2 EEA Transactions

Fees for EEA Transactions (including EEA Transactions with conversion between currencies) are charged according to the SHA indicator (i.e. the Client as the Payer pays the fee charged by the Bank and the Payee pays the fee charged by the Payee's provider). The fee charged by the Bank is given in the Price Lists. The Client must choose the SHA indicator for any EEA Transaction (whether or not such Payment Transaction involves conversion between currencies).

The Bank and the intermediary providers the Bank uses in direct or indirect performance of the Bank's obligations connected with effecting an EEA Transaction shall transfer the full amount of the EEA Transaction to the account of the Payee's provider clear and free of any deductions.

The Bank may also charge the Client a non-straight through processing fee for any SHA payment with an incorrect structure (especially payments in which the Payee account number in IBAN format is missing or specified incorrectly).

5.26.3 Other Transactions

In the case of Payment Transactions other than EEA Transactions the Client may choose between these fee charging indicators: BEN, SHA, and OUR.

5.27 Oversight of Provision of Payment Services; Financial Arbitrator

- 5.27.1 The financial arbitrator of the Czech Republic is also a person competent to decide any disputes between the Bank and the Client in connection with the provision of Payment Services, under the terms and conditions as laid down in Act No. 229/2002 Sb., the Financial Arbitrator Act, as amended.
- 5.27.2 In cases involving any breach of obligation by the Bank under the Payment System Act the Client may also lodge a motion with the Czech National Bank to initiate *ex officio* administrative proceedings.
- 5.27.3 The Bank is authorised to provide banking services (including Payment Services) in the Czech Republic on the basis of a standardized licence established under the Act on Banks. The Bank holds a banking licence granted by the Central Bank of Ireland in 2001 (now the Financial Services Authority of Ireland, which also incorporates, in terms of organisational structure, the relevant national regulator of the Bank - the Irish Financial Services Regulatory Authority (Financial Regulator) - registered office: PO Box 559, Dame Street, Dublin 2, Ireland). In accordance with the relevant European Community rules regulating banking and investment company business and section 5d et seq. of the Act on Banks, the Bank has set up a branch in the Czech Republic in order to provide the relevant banking services. In terms of providing banking services, the Bank is subject to the oversight authority of the home country, the Financial Regulator in Ireland, and the supervisory authority of the host country, the Czech National Bank, with registered office at Na Příkopě 28, Prague 1, postal code 115 03.

5.28 Information to Payer Prior to Executing Payment Transaction

At the request of the Client to have Funds debited from the Payment Account to effect a Payment Transaction, the Bank provides information as to the maximum time limit for effecting the Payment Transaction and the consideration the Client shall pay the Bank for effecting the Payment Transaction.

5.29 Exclusion of Some Provisions of the Payment System Act

For Payment Transactions other than EEA Transactions the Client and the Bank have agreed in accordance with section 75(1) of the Payment System Act, that:

- (a) in the case of any Payment Transactions without currency conversion, section 77(2) of the Payment System Act and Article 5.26.2 of these Terms and Conditions under which Article the Payer shall pay the consideration required by the Payer's provider and the Payee shall pay the consideration required by the Payee's provider shall not apply;
- (b) section 107 of the Payment System Act and Article 5.26.2 of these Terms and Conditions shall not apply. Consequently, the Payer's provider, the Payee's provider and any other entities through which said providers directly or indirectly perform their obligations in effecting Payment Transactions may deduct their charges from the Payment Transaction amount.
- (c) section 82(e) of the Payment System Act shall not apply, with the result that the Bank is under no obligation to provide the Client, prior to entering into the Framework Contract, with information as to the maximum time limits for effecting Payment Services;
- (d) section 82(g) of the Payment System Act shall not apply, with the result that the Bank is under no obligation to provide the Client, prior to entering into the Framework Contract, with information as to the consideration payable by the Client to the Bank;
- (e) section 89 of the Payment System Act and Article 5.28 of these Terms and Conditions shall not apply, with the result that the Bank is under no obligation to provide the Client, prior to effecting a Payment Transaction initiated by the Client as the Payer, with information as to (i) the maximum time limit for effecting such Payment Transaction or (ii) the consideration payable by the Client to the Bank for effecting the Payment Transaction;
- (f) section 103 of the Payment System Act and Article 5.22(1) of these Terms and Conditions shall not apply. Consequently, the Bank is under no obligation to refund an authorised Payment Transaction amount under the conditions as laid down in section 103 of the Payment System Act. The Client has been advised of that the full authorised Payment Transaction amount may be debited from the Client's Payment Account in the

- case of an authorised Payment Transaction initiated by the Payee, the exact amount of which transaction is not determined at the time of authorisation by the Client;
- (g) sections 109, 111 and 113 of the Payment System Act shall not apply, with the result that the Bank is under no obligation to effect Payment Transactions within the maximum time limits as defined under said sections;
 - (h) section 115(1) of the Payment System Act and Article 5.20 of these Terms and Conditions shall not apply. Consequently, when the Client has reported an unauthorised Payment Transaction to the Bank, the Bank shall be under no obligation to reinstate the balance in the Payment Account if no such amount had been debited, or refund the Client the amount of such Payment Transaction should said reinstatement not be an option;
 - (i) section 117(2)-(5) and section 117(6), second sentence, of the Payment System Act and Articles 5.21.2-5.21.6 of these Terms and Conditions shall not apply. Consequently, the Bank shall be under no obligation to take the measures laid down in said provisions if liable to the Client for an incorrect Payment Transaction;
 - (j) section 118 of the Payment System Act and Articles 5.21.7-5.21.9 of these Terms and Conditions shall not apply, with the result that the Bank is under no obligation, in the case of an incorrect Payment Transaction, (i) to make, at the Client's request, every effort that may be reasonably expected of the Bank to track down the Payment Transaction or (ii) to inform the Client of the results.

6. LIABILITY OF THE BANK

6.1. Bank's Liability For The Compliance With Its Obligations

- 6.1.1 The Bank shall not be liable for losses incurred due to acts of national or foreign authorities or courts, refused or delayed granting of necessary permissions by the authorities, due to force majeure, uprisings, revolutions, civil riots, war or natural disasters or due to other events which are not under the Bank's control (e.g. market disruptions, strikes, business lock-outs, traffic jams or other circumstances which can not be influenced by the Bank). The Bank shall in particular not be liable for loss incurred due to a malfunction of telecommunication services provided to the Bank by third parties. The Bank shall further not be liable for damage incurred due to events under the Client's control or events for which the Client is liable or damage incurred due to a breach or default in the fulfilment of any obligation of the Client owed to the Bank.
- 6.1.2 Along with the other provisions of these Conditions and without limiting their validity, the Bank shall not assume any liability if the failure to perform Instructions or failure to comply with any of its other obligations owed to the Client may not be blamed on the Bank or attributed to the Bank under the law, any agreement or arrangement between the Bank and the Client or general practices commonly prevailing in business relationships.
- 6.1.3 The Bank shall not assume any liability to the Client for any drop in the value of the funds credited to the Client's account (such funds may be deposited by the Bank in its name and be subject to its control with the depositary selected by the Bank) due to taxes or duties or due to unavailability of such funds caused by limitation of convertibility or exchangeability, requisitions, involuntary transfers, war events or civil unrest, confiscation of property of any kind, military uprising or seizure of power or other similar reasons which cannot be influenced by the Bank or where they can be influenced by the Bank but another legal entity within Citigroup or its organizational unit or branch shall assume liability for the above events.
- 6.1.4 The Bank shall not be liable for the conduct, omission, default or insolvency (bankruptcy) of the Depositary or the Entity maintaining records of investment instruments that may arise other than as a result of a breach of obligation where the Bank is at fault. The Bank shall also not be liable for any conduct or omission, breach of obligation or inability to perform its own financial or other obligations on the part of any stockbroker, foreign entity providing similar services as those provided by stockbrokers, or investment instrument issuer with which the Bank closes deals in connection with the Banking Products

provided.

6.2.4 If any of the events specified in the previous Clauses 6.1.1 to 6.1.4 occurs, the Bank shall introduce measures to alleviate such events' adverse affects on the Client which may reasonably be expected.

6.2. The Bank's Liability For A Third Party Entrusted By The Bank With The Enforcement Of Its Rights Or Compliance With Its Obligations

6.2.1 The Bank has the right to entrust a third party selected at its own discretion or designated at the instruction of the Client with the performance of some of its obligations.

6.2.2 The Bank shall be liable for the proper selection of the third party selected by the Bank and for giving the relevant instructions to such party. The Bank shall not be liable for the third party if it was selected in accordance with the Client's instructions.

6.2.3 If the Bank sends monies, securities or other valuables to the Client or any third party at the Client's order, it is done at the Client's risk and the Bank shall not be liable for the contents of such delivery.

6.2.4 Without affecting the Bank's obligations with respect to the customer's assets or the Entity maintaining records of investment instruments under the legislation in force, Securities held by the Client which are placed by the Bank in the custody of third parties shall be deposited in the Bank's name along with the securities of other depositors which are deposited with these third parties. The Bank shall not be obliged to ensure that special evidence is kept for the Client of the numbers of the securities held by the Client.

6.3. To avoid any doubts it applies that Articles 6.1 and 6.2 above do not exclude the liability of the Bank for any conduct or omissions defined under the legislation in force as conduct or omissions for which the liability of the Bank may not be limited.

7. OFF-SET OF RECEIVABLES

7.1. Off-set Of Receivables

7.1.1 Unless expressly specified otherwise, the Client shall not be entitled to unilaterally set-off receivables owed to him/her from the Bank against any receivables the Client owes to the Bank.

7.1.2 Without notifying the Client in advance, the Bank is entitled to unilaterally set-off any receivables owed to it from the Client at any time (regardless of the fact of whether they are payable or not payable, future or current, conditional or unconditional, regardless of the currency in which they are denominated or legal relationship out of which they arise and regardless of the fact whether the Bank raised any requirement in connection with such receivables or not) against any receivables it owes to the Client (regardless of the fact of whether they are payable or not payable, future or current, conditional or unconditional, regardless of the currency in which they are denominated or legal relationship out of which they arise), including the receivables owed to the Client arising out of its accounts kept with the Bank.

7.1.3 The Bank is entitled to use any deposits (ordinary or for special purposes, reserve fund, time deposits or deposits payable on demand, regardless if due or not) which are deposited with it and other outstanding amounts in any period owed by the Bank to the Client or his/her account for the set-off under Clause 7.1.2 above. The Bank reserves the right to debit any Client's account with the Bank, in particular amounts of notes, cheques and similar instruments which it had credited to or discounted from the relevant account of the Client if these amounts are not paid in a due and timely manner.

7.1.4 The receivables denominated in a foreign currency shall be set-off at the exchange rate for the purchase of the relevant foreign currency announced by the Bank as of the set-off date.

7.1.5 If it is possible under reasonable conditions, the Bank shall notify the Client in advance of the exercise of its right to set-off receivables owed to it by the Client against receivables owed to the Client by the Bank, provided that in the Bank's opinion the rights of the Bank will not be prejudiced or the ability of the Bank to enforce its right of set-off threatened.

8. SECURING THE OBLIGATIONS

8.1. The Bank's Right To Have The Receivables Owed To It By The Client Secured

- 8.1.1 The Bank has the right to ask the Client at any time to create a Security for the benefit of the Bank, either to complement the existing Security or to secure the formerly unsecured receivables, to the extent which is, at the Bank's discretion, necessary for payment of all unpaid receivables owed to the Bank by the Client (regardless of the fact of whether they are payable or not payable, future or current, conditional or unconditional, regardless of the currency in which they are denominated or legal relationship out of which they arise and regardless of the fact whether the Bank raised any demand in connection with such receivable or not).
- 8.1.2 The Bank shall be entitled to require creation of, or addition to, the Security in relation to receivables owed to it by the Client as a condition of its performance for the benefit of the Client.
- 8.1.3 The subject matter of the Security may be things, rights or other valuables if their nature permits the relevant Security.

8.2. Client's Obligations Relating To The Creation Of The Security

- 8.2.1 The Client shall create the Security in the form, quality and value determined by the Bank. Unless agreed otherwise in writing with the Bank, the Client undertakes to provide the Bank with a Security of the same kind and quality as provided to any other of his/her creditors.
- 8.2.2 The Client shall, at the request of the Bank, without unnecessary delay and at his/her own cost procure an expert-made appraisal of the subject matter of the Security. The evaluation must be performed by the Bank or a third person appointed by the Bank or approved by the Bank in advance in writing. If the Client fails to act, the Bank shall be entitled to perform the evaluation itself or to ensure its performance by a third person appointed by the Bank at the Client's expense.
- 8.2.3 If permitted by the nature of the subject matter of the Security, the Client shall insure the Security with an insurer to the extent and under the conditions requested by the Bank in the relevant agreement under which such Security is created and to maintain the insurance for the whole term of existence of such Security, in particular to pay the relevant insurance premium in a due and timely manner. The Client is, pursuant to the provisions of the insurance agreement or the insurance policy, obliged to assign the whole benefit under the insurance agreement to the Bank and to present at the Bank's request the relevant confirmation of the assignment or (in the case that the assignment is not objectively possible) assign the amount of benefit under the insurance agreement equalling the amount of all receivables owed to the Bank by the Client which have to be secured by the insured subject matter of the Security. All amounts paid out on the basis of the insurance agreement shall be applied for reduction of the receivables owed to the Bank by the Client secured by the relevant subject matter of the Security (even if they have not become payable yet) if the Client does not complement the Security substituting a lost or damaged subject matter of the Security. All amounts paid on the basis of the insurance agreement exceeding the amount of the receivables owed to the Bank by the Client secured by the relevant subject matter of the Security shall be paid to the Client.
- 8.2.4 The Client shall at his/her own cost and with due care look after the subject matter of the Security and any incomes arising out of it and refrain from anything that could decrease the value of the subject matter of the Security. The Client is, in particular, not entitled to transfer the subject matter of the Security or the yields arising out of it without prior written consent of the Bank to a third person or to encumber in any way the subject matter of the Security or the yields arising out of it by any rights in rem or by contractual rights of third persons or to perform any acts aimed at the above, in particular to lease the subject matter of the Security or enter into any agreement on loan relating to it.
- 8.2.5 The Client shall without any delay inform the Bank in writing of any changes in the value or other changes in the subject matter of the Security which could have an adverse affect on the Bank's satisfaction during the realisation of the subject matter of the Security and to act with the Bank on any addition to the Security.

- 8.2.6 The Client shall keep indisputable evidence of the subject matters of the Security in his/her records and documents and it shall appropriately mark all things provided to the Bank as the Security so that it is obvious to anyone that they are subject to a security right of the Bank.
- 8.2.7 The Bank has the right to investigate, including on the Client's premises, whether the Bank's receivables are sufficiently secured and whether the property provided as the subject matter of the Security is treated in an appropriate manner, whether it is operated in an appropriate manner, safe and properly marked in accordance with Clause 8.2.6 above.
- 8.2.8 Unless expressly agreed otherwise in writing with the Client, the Client shall pay all costs and expenses connected with the creation, maintenance, execution and enforcement of the security rights.

8.3. Execution Of The Security And The Methods Of Such Execution

- 8.3.1 If an Event of Default occurs, the Bank shall have the right to use all or some of its security rights and execute all or some of the subject matters of the Security in accordance with the applicable legal regulations. In the execution of the subject matters of the Security, the Bank shall have regard to the interests of the Client.
- 8.3.2 The Bank has the right to execute the subject matters of the Security in any appropriate way that complies with the applicable legal regulations and it may choose any of the below specified methods for any subject matter of the Security if it does not contradict the nature of the subject matter of the Security. The methods are in particular as follows:
- (a) Public Auction
- The Bank may execute the subject matter of the Security by a sale in a public auction pursuant to Act No. 26/2000 Coll., on Public Auctions, as amended.
- (b) Direct Sale
- The Bank may execute the subject matter of the Security by a direct sale in a public tender pursuant to Section 281 et seq. of the Commercial Code.
- (c) Sale of Securities via Securities Broker
- Sale of securities may be executed via a securities broker who is duly authorised to trade in securities in the Czech Republic, who has its registered office in the Czech Republic and who will be chosen by the Bank exclusively on the basis of its free will, without the Bank being obliged to obtain the Client's consent or the consent of the person providing the Security if it is different from the Client. The Client hereby agrees that the securities broker is entitled to sell the securities to any third party, in particular in a public auction or in the form of a privately agreed transaction.
- The Bank and the Client hereby agree that the securities broker shall be instructed to take all professional care to sell the securities for the highest possible price that the securities broker will regard as reasonably achievable and under the most favourable conditions which may be reasonably achieved in the relevant market at the moment of such sale.
- 8.3.3 If possible, the Bank shall inform the Client of the place, time and method of execution of the subject matter of the Security, unless excluded by the specific circumstances of the execution of the subject matter of the Security. However, the Bank shall not be obliged to provide the Client with an additional term in which to perform in connection with the execution of the subject matter of the Security.
- 8.3.4 The Bank shall not be obliged during the execution to request a payment in cash, lump sum payment or an immediate payment from the assignee of the subject matter of the Security and it is not in any other way limited in the selection of the parties interested in the acquisition of the executed subject matter of the Security and it is entitled unless forbidden by the applicable legal regulations to compete for the acquisition of the subject matter of the Security.
- 8.3.5 The Bank shall notify the Client in writing on the sale of any subject matter of the Security within a reasonable period after the completion of such sale.

8.3.6 If the Client creates multiple security rights for the benefit of the Bank, the Bank shall be entitled to choose among them. The Client shall pay to the Bank all the costs which the Bank incurred in connection with the use of its security rights and execution of the subjects matter of the Security, including the costs of legal representation and costs of obtaining an expert's evaluation of the subject matter of the Security.

8.3.7 The Bank shall not be entitled to credit to its account any proceeds from the sale of any subject matter of the Security exceeding the amount of the receivables owed to the Bank by the Client secured by this subject matter of the Security. The Bank's right to set-off the other receivables owed to the Bank by the Client against the receivables owed by the Bank to the Client for return of the relevant part of the proceeds of the sale shall not be affected by this provision.

8.4. Retention Right

Unless expressly agreed otherwise in writing with the Client, the Bank may use (to the maximum possible extent permitted by the applicable legal regulations) at any time the retention right to personal assets (including securities) of the Client which are or will be held by the Bank or a third party in the name of the Bank, for any reason, if such retention right arises for the Bank.

9. INTEREST, FEES, COMPENSATION FOR DAMAGE AND REIMBURSEMENT OF COSTS

9.1. Interest

9.1.1 The interest rate shall be determined in the relevant agreement or arrangement entered into between the Bank and the Client in connection with the relevant Banking Product either as a fixed or a floating interest rate. The amount of the interest rate is determined, unless expressly specified otherwise, for a one-year period.

9.1.2 The floating interest rate may have the nature of an Announced Interest Rate or an Index Interest Rate. Announced Interest Rates and Index Interest Rates, the index of which is determined exclusively by the Bank, shall be determined by the Bank in particular in relation to the situation on the financial markets on which it ensures its financial resources. In connection with developments on the specified financial markets, the Bank may at any time change the Published Interest Rates or the Indexed Interest Rates, the indices of which are determined exclusively by the Bank, while complying with the terms and conditions as specified in the Info Sheet. The Bank shall Publish a notification of such change. The Client acknowledges that the Bank is entitled to determine that financial funds provided by the Client to the Bank in association with certain Banking Product will not bear interest.

9.1.3 Unless agreed otherwise between the Bank and the Client, the interest shall be charged by the Bank continually and the Bank shall Publish the rate of interest of the individual Banking Products. The Bank shall notify the Client of the amount of interest rate applicable to given Banking Product for given period by statement of interest sent by the Bank to the Client with the frequency determined by the Client, however, once a year at the minimum.

9.1.4 All payments which have to be made by the Client for the benefit of the Bank on the basis of the Conditions or other agreement or arrangement between the Bank and the Client must be free of any deductions for tax or other obligations, including the tax charged in the form of at source reductions or tax advance unless such deduction is required from the Client by the applicable legal regulations. In the case of the existence of the above requested deduction, the amount payable by the Client shall be increased so that the Bank receives and is entitled to keep after such deduction is performed a net amount equalling the amount which it would have received and be entitled to keep if such deduction had not been performed. In the case of the Bank's payments for the benefit of the Client, the Bank shall not be obliged to perform the said increase due to a deduction for tax or other obligations.

9.1.5 The Bank shall perform the relevant at source reductions and payments of tax advances in accordance with the applicable legal regulations unless the relevant double taxation

treaty specifies otherwise and the Client shall present the Bank with a confirmation of his/her tax domicile to which the double taxation treaty relates and other documents which the Bank may require in connection therewith.

9.1.6 If the Client is in default in respect of the payment of any payable obligation owed to the Bank, the Bank shall be entitled to:

- (a) charge a late charge for the outstanding amount, in addition to the contractual interest, as determined by it and applicable as of the day when the Client gets in default;
- (b) charge the Client a contractual penalty in the amount applicable as of the day when the Client gets in the said default while the Bank shall Publish the rates of late charges and the amount of contractual penalties (unless these are expressly specified in the relevant contractual arrangement between the Bank and the Client).

9.1.7 The Bank shall determine the amounts of penalty payments referred to under Article 9.1.6 above in the Price Lists. Unless agreed otherwise between the Bank and the Client, the default interest or fee shall always be payable at the end of the relevant calendar month. The Bank shall be entitled, at any time, to charge the default interest or fees in their full amount for the whole period of default including the day of crediting the outstanding amount to the Bank.

9.2. Fee Price-List

9.2.1 The Bank may charge the Client the fees for the Banking Products provided according to the Price Lists. This Price Lists is available at every Outlet and published on the Website. The complete up-to-date Price Lists is always available at Bank Outlets and the Website.

9.2.2 Unless agreed otherwise in writing between the Client and the Bank, the Fees shall be payable by the Client as of the day specified in the Price-list and if the Price-list does not specify such data, they shall be payable on a monthly basis always as of the last day of the relevant month. The Bank's receivables corresponding to the Fees shall be payable as of the specified dates in particular in the form of set-off against the receivables owed to the Client by the Bank arising out of any Account kept by the Bank for the Client. If the balance in the Client's account is not sufficient for the payment of the Fees payable, the Bank shall charge the amounts to the debit of such Account. Unless agreed otherwise, the Client shall be obliged to immediately settle the debit balance at the Bank's request. If the Client does not settle the obligations owed to the Bank which correspond to the debit balance, the Bank shall be entitled to withdraw from the agreement on the basis of which the Account is kept with immediate effectiveness.

9.3. Compensation For Damage And Reimbursement For Costs

The Client undertakes that it will at the Bank's request:

- (a) immediately compensate the Bank for any damage; and
- (b) immediately reimburse the Bank for all of the Bank's costs (including the costs of legal representation of the Bank),

which are incurred by the Bank in connection with:

- i) a breach of any contractual obligations of the Client owed to the Bank or solution of disputes between the Bank and the Client, in particular in connection with the enforcement of the payable receivables owed to the Bank by the Client (including court and administrative fees and other costs connected with court or out-of-court enforcement of the receivables); or
- ii) court or out-of-court negotiations attended by the Bank in connection with court proceedings or disputes between the Client and third parties.

9.4. Reimbursement For Other Costs

9.4.1 The Client undertakes that it will at the Bank's request immediately reimburse to it any other costs exceeding the Fees and obligations under Clause 9.3 above incurred by the Bank in connection with the execution, change and termination of the contractual relationship with the Client (including of any potential Security Interest) which may be attributed to this contractual relationship, in particular notarial, court, administrative and other fees, costs of the documentation, costs of legal services, services of experts and

tax and economic advisors, translators and interpreters as well as the costs connected with communication with the Client via CitiPhone and Citibank Online services, fax or registered mail (including the justified costs connected with paper forms, data carriers or media serving for data transfer which were provided by the Bank for the Client's disposal).

9.4.2 The Client undertakes to immediately reimburse to the Bank at its request the amount of increased justified costs connected with the execution or performance of an agreement or arrangement between the Bank and the Client or in connection with the financing of the Bank's obligations arising out of this agreement or arrangement which were incurred due to:

(a) amendment or adoption of a new act or other legal regulation binding upon the Bank (including an Ordinance by the Czech National Bank) relating to the given Banking Product or the Bank itself;

(b) changes in the interpretation of such act or other legal regulation binding upon the Bank (including an Ordinance by the Czech National Bank) made by the Czech National Bank or other competent administrative authority or court; or

(c) changes in the market situation;

if such amendment or adoption of a new act or other legal regulation binding upon the Bank (including an Ordinance by the Czech National Bank) or changes in the interpretation of such act or change in the market occurred after the execution of the relevant agreement or arrangement between the Client and the Bank.

10. EFFECTS OF A DEFAULT

10.1. If a Default occurs, the Bank shall have the right upon a delivery of a notification to the Client to:

10.1.1 withdraw from the contractual relationship with immediate effectiveness; and/or

10.1.2 require an immediate repayment of all or some of the Client's obligations owed to the Bank under any contractual relationship between the Bank and the Client in the sequence as determined by the Bank (including any Card Transaction executed by the Client but not yet debited from the Client's Card Account before the Client submitted his card to us); and/ or

10.1.3 request that such obligations are paid (partly or fully) at the Bank's request; and/or

10.1.4 charge a default interest under Clause 9.1.6 above with respect to the amounts the Client is in default in making payments in relation to; and/or

10.1.5 if the Client is in default with any payment to the Bank, and in cases as referred to in relevant contracts between the Bank and the Client or, in the Conditions, to request that a contractual penalty be paid in the Published amount; the payment of such contractual penalty will not prejudice the Bank's right per Section 10.2. below; any entitlement of the Bank referred to under this Section 10.1. the Bank may exercise individually or in conjunction with any other entitlement(s) in such time-related sequence as chosen by the Bank,

10.2. The Client is further obliged to compensate the Bank at its request for any damage (including actual damage and profit lost) incurred by it due to the occurrence of any Default.

10.3. If the Client does not repay his/her payable obligation owed to the Bank in the period determined by the Bank, the Bank shall be entitled to request within the extent determined by the legal regulations that the Client's employer performs payroll deductions for the benefit of the Bank until a complete repayment of all of the receivables owed to the Bank by the Client. The amount of the deductions shall be determined by the Bank but the deductions shall be performed to the maximum extent specified in Section 276 et seq. of the Civil Court Procedure Code or in the statutory provisions replacing these Sections. The Client undertakes to issue any necessary consents, sign all documents or enter into any agreements with the Bank or third parties to enable the above payroll deductions.

11. TERMINATION

11.1. Notice And Its Effectiveness

- 11.1.1 Unless agreed otherwise in writing with the Bank, the Client and the Bank shall be entitled to terminate their mutual relationship to its full extent at any time without specifying the reasons. Such termination shall become effective on the seventh Business Day after the delivery of the notice, unless otherwise agreed upon in writing between the Bank and the Client or, unless stipulated otherwise in special portions of the Conditions. If the Client terminates by notice the Framework Contract or any parts thereof, the notice period shall be 1 month following the delivery of the notice to the Bank, and if the Bank terminates by notice the Framework Contract or any parts thereof, the notice period shall be 2 months from the date the notice is delivered to the Client. If the contractual relationship established by the Framework Contract or the relevant part thereof does not last one year, the Bank shall be entitled, if served notice by the Client, to consideration for this notice in an amount determined by the Price Lists. If the contractual relationship between the Bank and the Client becomes contradictory to any legal regulations, the Bank shall have the right to terminate this contractual relationship by a notice with immediate effectiveness.
- 11.1.2 After the hand-over of the notice, it is necessary to settle all the current receivables between the Bank and the Client as soon as possible. The Conditions shall remain valid and effective even after the termination of the mutual relationship and for the period of bankruptcy, settlement or other court proceedings to which the Client is a party until the moment when all receivables between the Bank and the Client are fully repaid.

11.2. Effects Of Termination

- 11.2.1 Unless agreed otherwise in writing with the Bank, the Bank's and the Client's receivables shall become immediately payable upon the termination of the mutual relationship. The Bank is after the termination of the relationship entitled to immediately exercise all its rights contained in these Conditions and all current agreements or arrangements between the Bank and the Client without notifying the Client on condition that the exercise of such rights does not contradict the applicable legal regulations.

12. MISCELLANEOUS

12.1. Client's Undertaking To Co-Operate

- 12.1.1 Before the Bank provides the Client with the Banking Product, the Client shall inform the Bank about all facts necessary for the Bank's evaluation of the Client in relation to the Banking Product offered by the Bank to the Client.
- 12.1.2 During the provision of the Banking Product by the Bank to the Client, the Client shall inform the Bank without delay of all facts and their changes which are connected with or could affect the contractual relationship with the Bank or in relation to which it may be reasonably expected that the Bank should be informed of them. These important circumstances include, in particular, the fulfilment of conditions under which the relevant legal regulations permit the commencement, with respect to the Client, of insolvency proceedings or proceedings to enforce a judgement affecting a major part of the Client's assets, as well as other facts which could have an impact on the Client's ability to comply with his/her obligations owed to the Bank.
- 12.1.3 The Client shall further co-operate with the Bank and deliver to the Bank at its request all necessary documents or information requested by the Bank and immediately respond to any enquiries of the Bank relating to such facts or changes therein.
- 12.1.4 To avoid damage or losses or to limit them to the least extent possible, the Client undertakes to inform the Bank, if it knows that it has not received the written confirmation in time.
- 12.1.5 The Client shall be liable for all damage incurred by the Bank or the Client due to the Client's failure to comply with his/her obligations under Clause 12.1 above.

12.2. Bank's Authorisations And Other Provisions Relating To The Bank

- 12.2.1 If a situation arises out on the financial markets of significance for the relevant Banking Product which is caused by political, economical, financial or other reasons which can not be influenced by the Bank and due to which the performance provided by the Bank under the relevant agreement or arrangement between the Bank and the Client entered into in connection with the relevant Banking Product becomes much more expensive than it was at the time when such agreement or arrangement was entered into or if it becomes impossible, the Bank shall be entitled to suspend its performance to the Client or cease to provide it at all. However, the Bank shall always make every effort which may reasonably be requested from it to provide the Client with a performance substituting the performance which should have been provided under the relevant agreement or arrangement between the Bank and the Client. This provision does not in any way affect the validity of Clause 6.2.1 above.
- 12.2.2 The Bank provides its Banking Products to the Client individually or in agreed combinations in accordance with the laws and other legal regulations binding upon the Bank on condition that the total financial limit specified by the Bank is observed.
- 12.2.3 The Bank is, for the purpose of performance of its obligations, in particular entitled to identify the persons to whom it provides the Banking Products and to perform its information duty or postpone the performance of the Client's Instruction in the case of unusual trades. The Bank is entitled to request that the Client evidences the origin of any funds which are deposited in cash with the Bank or of which the Client otherwise disposes in relation to the Bank.
- 12.2.4 The accounting and other records kept by the Bank in connection with the contractual relationship between the Bank and the Client shall in the case of any differences between the Bank and the Client constitute conclusive evidence in relation to all matters to which they relate.
- 12.2.5 Any financial or other calculation performed by the Bank in relation to the amount of the Bank's or Client's obligation, including the identification and determination of any interest rate, interest amount, Fees or other payments or confirmation of such calculation issued by the Bank shall always be decisive in the case of any differences between the Bank and the Client (except for obvious typing or computing errors). This also relates to calculation of cash handed over by the Client to the Bank at its Branch or otherwise.

12.3. More Parties On The Client's Side

If any other person or persons are a party to the legal relationship between the Bank and the Client on the side of the Client, the obligations of the Client and this person or persons owed to the Bank shall be joint and not several unless these Conditions or the relevant agreement or arrangement specifies otherwise.

12.4. Statutes of Limitation

- 12.4.1 The Client represents upon the acceptance of these Conditions that it extends the limitation period relating to all rights of the Bank against the Client to 10 years (from the moment when such period commences). This representation also relates to the rights arising out of the notice of the Bank. In order to exercise the rights of the Bank arising out of the above representation, the Client undertakes to provide in the future at the Bank's request the relevant written representations or acknowledgements of obligations.
- 12.4.2 The Client's rights against the Bank shall come under the statute of limitations in the periods specified under the applicable legal regulations.

12.5. Language

The Client has the right to communicate with the Bank in Czech. In individual cases the Bank may agree to communicate with the Client in English. The Bank shall communicate any relevant information and enter into contracts or agreements with the Client in these languages. If any agreement or arrangement between the Bank and the Client is executed in Czech and in another language or languages, the Czech version of the document shall prevail unless specified otherwise in the relevant document.

12.6. Governing Law

Unless agreed otherwise in writing between the Bank and the Client, all contractual relationships between them shall be governed by the laws of the Czech Republic and the said contractual relationships shall be subject to the Commercial Code unless the Commercial Code reserves the relevant relationship to be governed exclusively by the Civil Code without the parties being able to change or exclude such provision of the Commercial Code.

12.7. International Agreements And Practices

All contractual relationships between the Client and the Bank shall also be governed to the extent complying with the laws of the Czech Republic by the duly published international treaties and practices relating to banking activities. To the extent in which such international treaty or practice differs from the provisions of the Conditions or the agreement or arrangement entered into between the Bank and the Client in connection with the relevant Banking Product or in which it contradicts these provisions, the provisions of the Conditions or agreement or arrangement between the Bank and the Client shall prevail.

12.8. Settlement Of Disputes, Territorial Jurisdiction

12.8.1 The Bank and the Client shall try to settle all legal disputes arising out of their legal relationships by negotiating in good faith and they will try to avoid court proceedings.

12.8.2 Unless agreed otherwise in writing with the Bank, unless exclusive territorial jurisdiction is stipulated by the law, the following courts shall be territorially competent to solve any disputes arising out of the contractual relationships between the Bank and the Client: (i) the District Court in Praha 6 or its legal successor, if the regional or district court is factually competent, or (ii) the Municipal Court in Prague or its legal successor, if the regional or district court is factually competent. This agreement on territorial jurisdiction of the court shall relate to all Clients regardless of their nationality or permanent residence.

12.8.3 Without affecting the previous provisions, the Bank is at its own discretion entitled, if it acts as the petitioner in undisputable proceedings or as the suitor in disputable proceedings, to file an application for proceedings or, lawsuit, respectively, not just with a court in the Czech Republic but also with any foreign court that will have territorial jurisdiction over the Client.

12.9. Severability of Provisions

12.9.1 If any of the provisions of the Conditions, agreement or arrangement between the Bank and the Client is or becomes or will be found to be invalid or unenforceable in any jurisdiction, it shall not affect (to the greatest possible extent permitted by legal regulations) the validity and enforceability of the remaining provisions of these documents in this jurisdiction or the validity and enforceability of such provisions of these documents in any other jurisdiction.

12.9.2 The contracting parties undertake to replace in such cases the invalid or unenforceable provisions with valid and enforceable provisions the meaning and effect of which, in so far as permissible by legal regulations, will be the most similar to the provision that is to be replaced.

12.10. Interpretation And Terms

12.10.1 The headings of the individual Clauses of the Conditions shall only serve for orientation in the text and the interpretation of the Conditions or other agreements or arrangements between the Bank and the Client referring to these Conditions shall not reflect them.

12.10.2 Unless expressly specified otherwise, the references to individual Clauses refer to the relevant Clauses of the Conditions.

12.10.3 The terms beginning with capital letters shall have, in the Conditions or other agreements or arrangements between the Bank and the Client, the meaning specified in the schedule to these Conditions unless the context requires otherwise.

12.11. Validity And Effectiveness Of The Conditions And Their Changes And Amendments

12.11.1 The Terms and Conditions become valid and effective on 1 November 2009 and replace the Terms and Conditions in effect since 1 December 2008.

12.11.2 The Bank shall publish any change or amendment to the Terms and Conditions no later than 2 months prior to the date such change or amendment is to take effect and, where applicable, inform the Client of such change or amendment in an appropriate manner within the same time limit. The Client shall be deemed to have accepted the proposed change or amendment to the Terms and Conditions if (i) the Client fails to reject the change or amendment by a written notice delivered to the Bank no later than on the Business Day prior to the date the change or amendment is to take effect; (ii) the Bank informs the Client of this consequence in the proposed change or amendment; (iii) the Bank informs the Client in the proposed change or amendment of the Client's right to terminate the contractual relationship with the Bank if the Client disagrees with the proposed change or amendment. If the Client rejects the proposed change or amendment, the Client has the right to terminate the contractual relationship with the Bank before the date the change or amendment is to take effect, with such termination being free of charge and taking immediate effect. The Bank may tie the proposed change or amendment of the Terms and Conditions with termination for the case that the Client rejects in writing the change or amendment but fails to terminate the contractual relationship.

12.11.3 Article 12.11.2 shall also apply to any change or amendment to the Framework Contract or any part thereof (including the Price Lists and the Info Sheet) proposed by the Bank, unless the Client and the Bank have agreed otherwise.

12.11.4 The conditions shall be Published and shall be at all times available in branches of the Bank and on the Bank's web pages. The Bank shall provide a copy of the Conditions to each of its Clients in its Branches at any time during the Business Hours.

12.12 Validity And Effectiveness Of Other Agreements Or Arrangements Between The Bank And The Client And Their Changes Or Amendments

12.12.1 Agreements or arrangements between the Bank and the Client connected with the relevant Banking Product shall become valid and effective as of the day of their signature by all contracting parties unless specified otherwise in such agreement or arrangement.

12.12.2 The above mentioned agreements or arrangements between the Bank and the Client may be changed or amended only in a written form and each such change or amendment must be signed by all contracting parties.

12.12.3 The above mentioned agreements or arrangements between the Bank and the Client will be prepared, unless the relevant agreement or arrangement specifies otherwise, in as many counterparts as necessary so that the Bank receives one counterpart and each of the relevant Clients receives one counterpart.

12.12.Complaints Procedure

Complaints raised by Clients shall be processed by the Bank in harmony with the Complaints Rules that is published by the Bank.

12.13.Assignment of Rights and Liabilities

The Client hereby gives its consent to and agrees that the Bank may assign any and all its rights and liabilities arising under legal relationships resulting from contracts or agreements entered into between the Bank and the Client in connection with the rendition of the Banking Products and, under the Conditions, onto any person within Citigroup. The Bank shall advise the Client of such matter without undue delay.

B. ACCOUNTS

13. CURRENT ACCOUNT AND SAVINGS ACCOUNT

13.1. Opening The Account

13.1.1 The Bank shall open the Account for the Client on the basis of the Current Account Agreement. The Current Account Agreement is entered into for an indefinite period of time if not stipulated otherwise.

- 13.1.2 The Bank shall open the Account only if the Client submits documents which, according to the Bank, sufficiently identify the Client, or other documents which the Bank may reasonably require in connection with the entering into of the Current Account Agreement. The Bank opens the Account regardless of whether the Client is an FX resident or non-resident under the applicable legal regulations. The Bank does not open anonymous accounts for Clients.
- 13.1.3 In the Current Account Agreement, the Bank and the Client agree upon the currency in which the Account is going to be kept. The Bank opens the Accounts in the currencies which are Published by the Bank. Accounts in currencies other than those which were Published by the Bank are opened by the Bank after considering the circumstances in each case separately.
- 13.1.4 Unless the Current Account Agreement stipulates otherwise, the Bank shall open the Account for the Client in a reasonable time period in compliance with its business practice.
- 13.1.5 The Bank shall notify the Client in writing about his/her banking connection. The Client agrees that the Bank, for the purpose of correct settlement of payments, shall notify the other banks and communications bodies of the Client's banking connection.
- 13.1.6 The Client shall be notified by the Bank about the day from which the Client may dispose of the funds in the Account as well as about the means of disposal, including setting out the means of payment that the Client is entitled to use. Sample Signatures form an inseparable part of the Current Account Agreement. The signatures on the Sample Signatures have to be verified in a way satisfactory to the Bank.
- 13.1.7 The Client is entitled to authorise third parties to dispose of the funds on his/her Account kept by the Bank including making standing payment orders in his/her name. The Client authorises the Authorised Persons by signing the Sample Signatures which include the sample signatures of the Authorised Persons. The Client shall define in the Sample Signatures the extent of authorisation of the Authorised Persons. The Bank may require other information from the Client or the Authorised Persons in accordance with its internal regulations and verify it. The Client is entitled to change or amend the authorisation of any Authorised Person (through a new Sample Signatures form), or to suspend or cancel such authorisation (through other written documents which, in the Bank's opinion, sufficiently evidence such suspension or cancellation).
- 13.1.8 The authorisation, its changes, amendments or suspension or cancellation shall become effective on the Business Day following the day of delivery of the Sample Signatures or other written documents to the Bank. In case of emergency the Bank may permit that the authorisation comes into effect as soon as on the day of delivery of the above mentioned documents to the Bank. The liability of the Client shall be governed by the general provisions of Clause 3.1.4 above.
- 13.1.9 Regardless of the extent of authorisation in the Sample Signatures, no Authorised Person will be entitled to perform the following acts on behalf of the Client, unless the Client delivers to the Bank a special power of attorney granted by the Client to the Authorized by which such Authorized Person is empowered by the Client to act as follows:
- (a) change, amend or cancel the Current Account Agreement (including the termination and blockage of the Account);
 - (b) change, amend or cancel the Sample Signatures; or
 - (c) any other act which the Bank at the relevant time shall declare limited to the Client only.
- The Client's signature subscribed onto this special Power of Attorney must be notarized. Such notarization is unrequired if the said Power of Attorney is granted before the Bank.
- 13.1.10 The Client is not entitled to use the Account for business purposes. It shall be understood for tax or similar purposes that the Account is not designated for business purposes.
- 13.1.11 In cases when there are several Accounts open in the name of any Client these

Accounts represent a single set of Accounts which are kept separately only for accounting purposes and the Client's instructions.

- 13.1.12 In compliance with the conditions of the Bank, the Bank shall issue a CitiCard Debit Card to the Account. The legal relations between the Bank and the Client connected with the CitiCard Debit Card shall be governed in particular by a part titled C. Cards.

13.2. Maintenance of Account

- 13.2.1 The Client is obliged to pay the Fees accounted by the Bank in connection with the Account in accordance with the Price-list.
- 13.2.2 The Client is obliged to keep funds in the Account at least in the amount sufficient for covering his/ her obligations owed to the Bank which arise out of these Conditions, instructions of the Client and Current Account Agreement (including the interest and the Fees), as well as other similar agreements or arrangements entered into between Client and the Bank in connection with other Banking Products provided by the Bank to the Client, unless stipulated otherwise in relation to such other Banking Products.
- 13.2.3 The Bank has the right to specify in the Price Lists a minimum balance of Funds or a minimum turnover on the Account. The Bank shall Publish such determined limits. The Client is obliged to comply with such limits. If the Bank determines the minimum balance in the account, the Client shall deposit such amount in a time period specified by the Bank.
- 13.2.4 The Bank performs the payment orders of the Client in accordance with its common practice concerning the payment orders. If the Client wishes that his/her payment order is performed in the manner outside the common practice of the Bank, such order has to be expressly approved in writing by the Bank.
- 13.2.5 If an Overdraft Facility is not agreed in the Current Account Agreement, the Bank shall not be obliged to perform an order for payment from the Account if the funds in such Account are not sufficient to cover such payment order or if the funds in the account are subject to a deduction, easement or some other limited disposal of the account
- 13.2.6 Transactions may be performed through the Account in the currency approved by the Bank.
- 13.2.7 The funds in the Account bear interest for the time period from crediting the amounts to the Account to the day of their withdrawal. Unless agreed otherwise in the Current Account Agreement, the Bank shall credit all interest that the client is entitled to receive in connection with the Account on a monthly basis.
- 13.2.8 The Bank shall credit the interest reduced by the respective taxes collected in the form of deductions in compliance with the Czech law. This reduction for the payment of taxes collected in the form of deductions shall be carried out as of the day when the interest becomes payable.
- 13.2.9 Unless otherwise agreed with the Client, the Bank shall send the Client account statements (i) as Electronic Statements and (ii) on a monthly basis; this manner of sending account statements is deemed to be the standard manner. The statement contains in particular the information about accepted and performed payments, as well as about the initial and final balance of the funds in the Client's Account. The Bank shall provide the Client at his/her request with a confirmation of the performance of payments. Upon request, the Bank shall provide the Client with payment confirmation or make such confirmation available to the Client. If the Client requests that account statements be sent in a manner other than as Electronic Statements while also having access to Citibank Online, or requests Supplementary Statements, the Bank may require a fee for sending these statements according to the Price Lists, if so permitted under valid legislation.
- 13.2.10 Unless otherwise stipulated herein, a statement of the Account is prima facie (sufficient) evidence for the Client of the facts specified in such statement that may be questioned only if the Client manifests to the contrary by written document.
- 13.2.11 The Client shall have the right to ask the Bank for a confirmation of opening the Account, balance of the funds in the Account as well as about accepted and performed

payments.

- 13.2.12 Unless a different form of settlement is stipulated herein, the Bank has the right to correct at any time all mistakes and errors concerning the Account (in particular the accepted and performed payments) by crediting or debiting the relevant sum to or from the Account, including instances of corrective settlement executed by the Bank under the Act on Banks.
- 13.2.13 If the Bank credits an amount to the Client's Account in expectation of a transfer of funds to this account from a third party it does so believing in full and timely receipt of the funds from such third party. If the Bank does not receive the funds from the third party in time and in its full amount the Bank shall be entitled to debit an amount from the Client's account corresponding to the funds which were expected but not received. If the Bank credits an amount to the Client's account denominated in the domestic currency and expects a transfer of funds denominated in a foreign currency into this account from a third party, the Bank shall be entitled to debit an amount from the Client's account corresponding to the difference between the amount credited to the Client's account and the amount in the domestic currency in the amount in which the expected funds in the foreign currency could be exchanged by the Client for the domestic currency on the day of acceptance of these funds by the Bank.

13.3. Cancelling The Account

- 13.3.1 The Current Account Agreement may be terminated in one of the following ways:
- (a) agreement between the Bank and the Client;
 - (b) expiration of the time period for which it was entered into;
 - (c) notice given by the Bank under Clause 13.3.3 below;
 - (d) notice given by the Client under Clause 13.3.4 below;
 - (e) any other ways stipulated in the Conditions, Current Account Agreement or the relevant legal regulations.
- 13.3.2 In the event of termination of the Current Account Agreement, the Client shall return to the Bank all Debit Cards, if they were issued along with the Account, the validity of which has not expired.
- 13.3.3 The Bank may terminate the Checking Account Contract at any time by serving a written notice. If the Bank terminates the Checking Account Contract by notice, the notice period shall be two months from the day following the date the notice is delivered to the Client. The Bank is also entitled to cancel the Current Account Agreement upon delivery of a notice effective from the moment of its delivery to the Client if:
- (a) within one month from opening the Account no deposit of funds amounting to at least the minimum balance determined by the Bank is made;
 - (b) the balance in the Account does not during a period of three months reach the minimum balance determined by the Bank;
 - (c) the turnover in the Account does not during a period of three months reach the minimum turnover determined by the Bank in the Price Lists; or
 - (d) the Client breaches his/her obligations arising out of the Conditions, Current Account Agreement or other agreements and arrangements entered into between the Bank and the Client in connection with other Banking Products provided by the Bank to the Client (including the obligation of keeping funds in the Account in the minimum amount stipulated in Clause 13.2.2 above).
- 13.3.4 The Client may terminate the Checking Account Contract at any time by serving a written notice. If the Client terminates the Checking Account Contract by notice, the notice period shall be one month from the date the notice is delivered to the Bank. If the contractual relationship based on the Checking Account Contract does not last one year, the Bank shall be entitled, if the Checking Account Contract is terminated by a notice served by the Client, to consideration for this such termination in an amount determined by the Price Lists. Along with the notice, the Client shall also specify how the Account

should be settled. The Bank shall cancel the Account by the end of the notice period provided that all the Client's liabilities from the relevant Account or any other contractual relationship between the Bank and the Client have been duly paid and settled. If these liabilities are not duly paid and settled by the Client, the Bank shall be under no obligation to close the Account.

- 13.3.5 After receiving the notice, the Bank shall, at its discretion:
- (a) cease performance of all payment orders recorded in the payment file, payments with later maturity, suspended payments and standing orders; and/or
 - (b) perform the Card Blocking; or
 - (c) block the funds in the Account necessary for settlement of repeated payments in the amount of an average debit turnover of the Client under the internal regulations of the Bank.
- 13.3.6 The Bank shall dispose of the funds which remain in the Account after the payment and settlement of all obligations of the Client owed to the Bank in accordance with Clause 13.3.4 above in accordance with a written order of the Client. In case the Client does not specify by the date of effectiveness of the notice the way in which the funds in the Account shall be disposed of, the Bank shall evidence the balance until the limitation period of the corresponding receivables owed to the Client by the Bank. The Bank shall not charge interest on these funds.
- 13.3.7 Unless specified otherwise in the Current Account Agreement or Sample Signatures, the right of disposal of the Authorised Persons in the case of the death of the Client shall terminate per relevant provisions of the Commercial Code. u. The Authorised Persons are obliged to inform the Bank about the death of the Client in writing immediately after they learn about it. If the right of disposal of the Authorised Persons terminates in the case of the death of the Client, the Bank shall block the Account that will, however, continue to bear interest and the Bank shall charge Fees in connection with the Account. The Bank shall in such case cancel the Account only after an agreement on settlement of inheritance is approved by the court or after it obtains a lawful court decision made in the inheritance proceedings.

13.4. Approval Of A Debit Balance On The Account

- 13.4.1 The Bank may at its sole discretion agree with the Client that it will perform payment orders up to a certain amount of the debit balance in the Account, even if the funds necessary for the performance of such orders are not deposited in the Account. By the performance of such payments orders, the Bank provides the Client with an Overdraft Facility.
- 13.4.2 If the Bank opened more than one Account for the Client, the above agreement may only be agreed in relation to one of these Accounts.
- 13.4.3 The Overdraft Facility bears interest from the day of its drawing until the day of its repayment (inclusive). The Drawdown Date means, for the purpose of the Overdraft Facility, the day, when an amount greater than the amount of funds deposited in the Account is debited from the Account. The Repayment Date of the Overdraft Facility is the date when funds are credited to the Account corresponding or exceeding the Bank's receivable under the Overdraft Facility, including the accrued interest or penalty Fees.
- 13.4.4 Unless agreed otherwise, the Bank debits interest accrued to the Overdraft Facility from the Client's Account once a month.
- 13.4.5 The Bank is entitled to refuse the performance of a payment order if due to the performance of such order the amount of the drawn Overdraft Facility would exceed the maximum amount of the Overdraft Facility determined in the Current Account Agreement. If the Bank performs such order, it is entitled to charge a penalty Fee to the Client. The provisions concerning the interest relating to the Overdraft Facility shall similarly apply to the amount and debiting of the penalty Fee.
- 13.4.6 Provisions of part D. Loans shall similarly apply to the contractual relationships connected with the Overdraft Facility unless specified otherwise in the Current Account Agreement on the basis of which the Overdraft Facility is established, or unless implied

otherwise from the merits of the case.

13.5. Savings Account

- 13.5.1 The Bank opens Savings Accounts for the Clients on the basis of a Saving Account Agreement provided that the Client already has an Account open with the Bank.
- 13.5.2 The Savings Account is a special type of current account with limited disposal of its balance. The Savings Account balance may be transferred to any of the Client's current accounts or time deposits with the Bank. Monetary transfers to the Savings Account may only be made from the Client's current and/or time deposit with the Bank. ATM-made withdrawal of funds from the Savings Account may be made in case upon which such ATM-provided offering includes the option of a withdrawal from the Savings Account. The Bank is not obliged to perform other operations with the balance in the Savings Account ordered by the Client.

13.6. Joint Account

- 13.6.1 The Bank can open an Account for more than one Client, who shall become joint-owners of such Account on the basis of the Current Account Agreement entered into by all such Clients.
- 13.6.2 The obligations of the joint-owner Clients relating to the joint Account (including the obligations of the Card Accountholder) are joint and several.
- 13.6.3 Each of the joint-owners of the Account are entitled to perform acts concerning the joint Account individually (including acts performed using the CitiPhone and Citibank Online services and the acts of the Card Accountholder), except the below mentioned acts which shall be performed only by all the owners jointly:
 - (a) change (namely, in the number of Accounts maintained by the Bank or, in the address for delivery) amend or cancel the Current Account Agreement;
 - (b) authorisation of the Authorised Persons as well as change, amend, suspend or cancel such authorisation;
 - (c) change, amend or cancel the Sample Signatures;
 - (d) any other act in relation to which the Bank stipulates (and Publishes) that it is possible to perform it only by all of the joint-owners of the Account.
- 13.6.4 All correspondence concerning the joint Account shall be delivered by the Bank only to the joint-owner Client determined upon an agreement with the Bank. By the delivery to this joint-owner Client the delivery shall take effect also against all the other joint-owners of the Account.
- 13.6.5 The provisions of this Clause 13.6 shall apply in reasonable way to the opening of, and transactions relating to, the Savings Account and the Deposit Account.

13.7. Fee Categories

In order to charge fees associated with the Account, used by the Bank are different categories of fees. Individual terms for each Fee Category are determined by the Bank in its Price Lists. Respective fee category as applicable to the Client is stipulated in the Current Account Agreement. The Bank and the Client may agree on modification to be made with respect to fee category classification in writing or via CitiPhone.

14. DEPOSIT ACCOUNT

14.1. Opening A Deposit Account

- 14.1.1 The Bank opens Deposit Accounts for the Client on the basis of a Deposit Account Agreement. If the Client entered into an agreement on use of CitiPhone and Citibank Online services, the Deposit Account Agreement is executed automatically along with the execution of the above mentioned agreement. Individual deposits are opened by the Bank only on the basis the Client's application that may be delivered in person, by mail or via CitiPhone or Citibank Online services. The provisions of Clause 13 above relating to the Accounts are also applied to Deposit Accounts, unless specified otherwise or unless implied otherwise from the merits of the case.

- 14.1.2 The Client may deposit funds in the Deposit Account with the Bank in the form of one-time time deposit or revolving deposit. The Deposit Account Agreement stipulates the respective form of the Deposit Account.
- 14.1.3 The Bank shall Publish the information about respective time periods (terms) for which the funds may be deposited to the Deposit Account, and the corresponding interest rates or, potentially, the minimum amount of deposits and collections.
- 14.1.4 The deposit term is calculated from the day of crediting the funds to the Deposit Account until the day preceding the day of maturity of the deposit. The maturity date is the day when the Client may dispose of the whole deposit and that is specified as such in the Deposit Account Agreement.
- 14.1.5 The maturity date of the deposits the term of which is specified in months falls on the day the number of which corresponds to the day of crediting the funds to the account. If there is no such day in the month of the agreed repayment of the deposit, the maturity date shall fall on the last day of such month. If the maturity date falls on a non-business or a public holiday the repayment date shall be extended to the first Business Day following such non-business or public holiday. The next maturity date shall, then, be derived from such newly determined maturity date.
- 14.1.6 Unless agreed otherwise, the deposit shall bear interest for the whole saving term under the condition that the Client did not dispose of the deposit during such term. The Bank shall in such case credit the interest from the deposits as of the maturity date. If the Client disposes of the deposit or a part thereof before the repayment date, he/she shall be charged the relevant penalty fees per the Price Lists.

14.2. Single Term Deposit

- 14.2.1 The Bank shall at its sole discretion accept:
 - (a) single term deposits bearing the Announced Interest Rate valid for the whole deposit term of the term deposit and agreed between the Bank and the Client upon deposit of the funds to the Deposit Account.
 - (b) single term deposits bearing the Index Interest Rate.
- 14.2.2 Single term deposits are agreed for deposit terms announced by the Bank, or, in special cases, until a specific date.
- 14.2.3 Funds may be deposited to the single term deposit in one sole amount only. Depositing funds into the single term deposit is possible to be made via CitiPhone or Citibank Online services. Depositing funds to the single term deposit by a wire transfer may be performed in the form of a transfer from an account kept with the Bank.
- 14.2.4 The funds deposited to the single term deposit may basically be withdrawn only as of the maturity date of such deposit. The Client shall, however, be entitled to withdraw the deposit or a part thereof before its maturity date under the conditions Published by the Bank. The Client's claim for the interest for the period for which the funds were deposited in the Deposit Account shall in such case be lowered by the penalty Fee specified in the Price Lists.
- 14.2.5 If the Client draws such a part of the deposit, before its maturity date, that the remaining portion of the deposit is lower than the minimum deposit determined by the Bank, the Bank shall be entitled to withdraw from the Deposit Account Agreement. In such a case, the Bank shall return to the Client the remaining part of the deposit including the interest accrued for the period for which the funds were deposited in the Deposit Account lowered by the penalty Fee specified in the Price-list.
- 14.2.6 The Bank shall, at its sole discretion, accept:
 - (a) revolving deposits bearing the Announced Interest Rate valid for the deposit term announced by the Bank (and in the case where there are more than one such terms to choose from, the term agreed before opening the Deposit Account). If the Announced Interest Rate changes during the deposit term the Bank shall be entitled to change the interest rate of the deposit as of the maturity (revolving) date so that it corresponds to the Announced Interest Rate. The Bank shall Publish such

change of the interest rate; or

(b) revolving deposits bearing Index Interest Rate.

- 14.2.7 The revolving deposit shall be automatically extended for another identical deposit term if the Deposit Account Agreement is not withdrawn from within at least three Business Days before the expiry of the agreed deposit term.
- 14.2.8 The revolving deposit may be opened if the Client's Account exists. The Client is entitled to dispose of the funds of the revolving deposit only through such Account. The revolving deposit may be renewed if the amount deposited by the Client to the revolving deposit as of the repayment (revolving) date of the revolving deposit amounts to at least the minimum deposit determined by the Bank for the relevant revolving deposit.
- 14.2.9 Depositing pecuniary funds into the revolving account is possible via CitiPhone or Citibank Online services. Depositing funds to the revolving account by wire transfer is only possible in the form of a transfer from the Client's Account.

C. CARDS

15. JOINT PROVISIONS

- 15.1. Basic provisions valid for all types of cards issued by the Bank unless otherwise stipulated for any individual type of the Card under specific Conditions.
- 15.1.1 The Bank issues various Cards enabling in particular (in accordance with the respective Card type) the making of cash withdrawals from ATMs, cash withdrawals at financial institutions and exchange offices and, cash-free payments for the purchase of goods and services at vendors accepting the Cards. Cards may enable the above transactions only domestically or, partly or completely, also in abroad.
- 15.1.2 The Card states the Card number and the Cardholder's name. The Card is secured by some of the following security elements (holograms, signature strip bearing the Cardholder's signature). The Card provides identification data enabling visual, mechanical and electronic identification of the Bank and the Cardholder.
- 15.1.3 Issuance of a Card shall be decided by the Bank at its own discretion, especially on the basis of a Card application made by the Account Holder.
- 15.1.4 The Fees connected with the issuance and use of the Card are determined in the Price Lists.
- 15.1.5 The conditions of issue of the Card (relating e.g. to a minimum age for obtaining a Card, citizenship, residence of the Cardholder etc.) will be Published.
- 15.1.6 The Card remains for the whole period of its existence in the ownership of the Bank. The Card is not transferable and the Cardholder is not authorised to permit other persons to use the Card.
- 15.1.7 A-PIN has been assigned or holder-chosen to each card, by which the Cardholder proves under the below mentioned conditions his/her authorisation to carry out transactions with the Card.
- 15.1.8 Any Payment Order submitted by means of the Card may not be revoked once (i) the Payment Order has been received or (ii) the Payment Order or the consent to the Payment Transaction has been transferred to the Payee, depending on which occurs earlier. For the purposes of Card Payment Transactions, the time the message containing the details of the relevant Payment Transaction reaches the Bank is deemed to be the time the Payment Order is received. If the time the Payment Order is received is outside the Opening Hours of the Bank, it is deemed that the Payment Order is received at the beginning of the following Opening Hours of the Bank.
- 15.1.9 The Card Accountholder or the Cardholder shall be liable in accordance with these Conditions, specifically per its Section 15.17, for any loss caused by misuse of the Card by unauthorised person.
- 15.1.10 The Bank shall not be liable for loss caused by any refusal to perform services for the Cardholder the reasons of which were beyond the Bank's control, e.g. loss caused in

connection with any refusal to accept the Card for payment.

- 15.1.11 The Cardholder shall assume liability that the Card will not be used as a means of payment if such transaction contradicts the laws.
- 15.1.12 The Bank may at any time suspend or cancel any authorisation to execute Card transactions, especially for the reasons provided under Article 15.1.15 below. The Bank is also authorised to exclude certain payment transactions with the Card and to notify the decision to the merchants, other banks or make it public in any other way. The Bank shall also Publish such decision.
- 15.1.13 All transactions carried out with the Card will be booked by the Bank to the debit of the Account for which the relevant Card was issued or to the debit of the Credit Account as of the following Business Day at the latest after the receipt of the relevant information on the transaction.
- 15.1.14 Payment Transactions made in a currency other than Czech currency shall be converted using the exchange rate of the relevant bank card association valid as of the date the Payment Transaction is debited from the Account or the Payment Transaction is credited to the Account and where the Bank makes a currency conversion in the Payment Transaction, the corresponding exchange rate issued by the Bank and valid as of the date the relevant Payment Transaction is debited from or credited to the Account and published on the Bank's Website on the same day.
- 15.1.15 The Bank may refuse to execute a Payment Order at its own discretion and without any prior notice, especially:
- for Card security reasons, particularly if a suspicion exists regarding the loss, theft, misuse or unauthorized use of the Card or A-PIN (for example, if the Bank is not successful in contacting the Card Account Holder and/or the Cardholder, if the frequency or amounts of Payment Transactions exceed usual volumes, if the Card is used from an unusual location, or if the Bank suspects that A-PIN protection may have failed);
 - in response to an increased risk that the Card Account Holder and/or the Cardholder may fail to repay the loan granted to the Card Account Holder and/or the Cardholder (for example, if the Card Account Holder and/or the Cardholder is shown in the register of loans as a debtor with overdue debts, if the Card Account Holder and/or the Cardholder is in default with the repayment of their loan to the Bank, or if the Credit Lines of the Holder have been frozen);
 - if there is any overdue debt owed by the Card Account Holder and/or the Cardholder to the Bank;
 - a generally binding regulation provides so;
 - if the limit for the Card or the Account to which the Card has been issued may be exceeded as a result of the execution of the Payment Order;
 - if the conditions for the execution of the Payment Transaction defined under these Terms and Conditions or another agreement between the Bank and the Card Account Holder or the Bank and the Cardholder are not satisfied.

The Bank must refuse to execute a Payment Order if a generally binding regulation stipulates that the Payment Order be rejected.

If the Bank refuses to execute the Payment Order, the Bank shall inform the Card Account Holder and/or the Cardholder of this refusal at the earliest occasion, usually by a rejected Payment Order notice attached to the Payment Transaction non-execution confirmation or displayed on the screen of the ATM or the payment terminal used in submitting the Payment Transaction which was not subsequently executed as a result of the rejected Payment Order. If possible, the Bank shall inform the Card Account Holder and/or the Cardholder of the grounds for refusal and the procedure to rectify the errors which resulted in rejecting the Payment Order. This shall not apply where providing this information or making it available is in conflict with any generally binding legal regulation.

15.2. Delivery Of The Card And A – PIN

- 15.2.1 The Cardholder shall obtain the issued Card by mail at the address specified by the Cardholder in the agreement for use of the Card or, that was agreed upon with the Bank via CitiPhone Service or Citibank (R) Online. Upon the delivery of the consignment, the risk of damage shall be assumed by the Cardholder. The Cardholder shall check upon acceptance of the consignment whether it is undamaged. If the consignment seems to be damaged, the Cardholder shall ask the postman for a confirmation of delivery of a damaged consignment and notify this fact to the Bank;
- 15.2.2 A – PIN will be chosen by the Client via CitiPhone Service.
- 15.2.3 If the Cardholder does not receive the Debit Card in the period specified in the agreement for use of the Card or receives it in a damaged condition, the Card Accountholder shall notify the Bank without unnecessary delay.

15.3. Period Of Validity Of The Card

- 15.3.1 The validity period of the Card is limited. The validity begins on the first day of the month and year indicated on the Card and terminates upon the expiry of the last day of the month and year indicated on the Card. The Cardholder is authorised to use the Card only in the period between these two dates.
- 15.3.2 The Bank may automatically issue a new Card during the last month of validity of the Card for another period unless the Cardholder notifies the Bank in writing one month before the expiry of the Card at the latest of his/her requirement that a renewed Card is not to be issued or unless the Bank decides not to extend the Card of which it shall immediately notify the Cardholder or the Card Accountholder in writing. For the delivery of a renewed Card, Clause 15.2.1 of the Conditions shall reasonably apply.

15.4. Complementary Services

The Card holder may be provided with supplementary services, such as, specifically, various insurance policies the provision of which is linked to holding and usage of the Card. . The Bank may at any time, through the publication thereof and through a Notice sent to the Cardholder and to the Card Account Owner, cancel or modify the provision of those services to a given type of the card. The Card Account Owner or, the Card Holder, respectively, hereby gives the Bank its consent to and agrees that the Bank may provide to subjects ensuring the said supplementary services necessary information with respect to the Card Account Owner or, the Card Holder, respectively, if those said subjects require the provision of such information at a scope necessary in connection with the rendition of a supplementary service.

15.5. Disposal with the Card And the Use Thereof

- 15.5.1 The Cardholder shall immediately append his/her signature to the Card's underside signature strip. This signature serves as a sample signature for transactions carried out using the Card. If the Cardholder does not append his/her signature to the Card, then the Card Accountholder or the Credit Cardholder shall be liable for all unauthorised transactions connected with its misuse arising out of the fact that the signature was not appended to the Card and for the damage which could thus be incurred by the Bank.
- 15.5.2 The Cardholder must take all adequate action to protect the personalized security features of the Card. The Cardholder shall keep the Card in a safe place, separate from personal documents, and protect it against loss or theft. The Cardholder shall also prevent misuse of the Card and protect it against damage and magnetic fields (especially near mobile phones, loudspeakers, transformers, magnetic locks, etc.). The Cardholder must protect the A-PIN, the Unique Identifier and the personalised security features (in particular, the Cardholder must not write the A-PIN on the Card or record it in a different manner; the Cardholder must also not keep the A-PIN along with the Card). The Cardholder must not disclose the A-PIN to any other person and must ensure the A-PIN is kept secret. The Cardholder must also not share other security features of the Card with any other person (this shall not apply where sharing other personalised security features is necessary for the Payment Transaction to be executed).
- 15.5.3 In the event of damage to the Card, the Card Accountholder or the Cardholder shall immediately notify the Bank of this fact and return the damaged Card to the Bank. The Bank shall then issue a new Card.

15.5.4 In the case of cash withdrawals made at bank branch offices and exchange offices, the Cardholder shall present his/her identity card or his/her passport along with the Card.

15.5.5 The Cardholder's signature on the sale slip must match the signature on the signature panel of the Card. The Cardholder approves the transaction amount and purpose by using the A-PIN or signing the sale slip and handing it over to the seller.

15.6. Change Of A – Pin

The Cardholder may require that his/her Card's A – PIN is changed. He/she may apply for the change and implement it either via CitiPhone or Citibank Online service.

15.7. Limits For Use Of The Card

Fixed limits valid generally for the individual Card types are stipulated by the Bank in the Price Lists and Published by the Bank. The Card Accountholder is entitled, after agreement made with the Bank, to modify the stipulated limit via CitiPhone or Citibank Online services.

15.8. Non-acceptance of The Card

The Bank does not guarantee that persons other than the Bank will enable the Cardholder to dispose of the funds provided by the Bank via the Card on the basis of the relevant agreements on use of the Card. The Bank assumes no liability for potential non-acceptance of the Card by these persons.

15.9. Monitoring Of Payment Transactions Carried Out With The Card

The Bank is entitled to record and preserve the information on all instructions and payment transactions carried out with the Card. If the Bank records instructions or payment transactions which are not customary as regards the long-term use of the Card by the Cardholder, the nature of which suggests that the Card is being misused to the detriment of the Cardholder or Card Accountholder, the Bank may perform Card Blocking of the relevant Card. The Bank will de-block the Card after the case is examined or at the request of the Card Accountholder.

15.10. Blocking Of The Card By The Bank

The Bank shall perform the Card Blocking if it is applied for by the Card Accountholder or the Cardholder or if a loss or theft of the Card under these Conditions is duly reported. If requested by the Card Accountholder or the Cardholder the Bank shall perform the Card Blocking within one hour upon the receipt by it of such request. The Card Accountholder is entitled to request the performance of the Card Blocking against any Card issued for his/her Account, the Cardholder may only do so against his/her Card only.

15.10.1 The Bank is authorised, however not obliged, to perform the Card Blocking of the Card if:

- a) the balance on the Account for which the Debit Card was issued drops below the specified minimum balance or exceeds the permitted debit;
- b) a payment transaction is performed via the Card exceeding the Card limit;
- c) the Card Accountholder or the Cardholder should have returned the Card to the Bank but did not do so;
- d) the Card Accountholder or the Cardholder are in default with the performance of their obligations owed to the Bank or breach any other of their representations or obligations owed to the Bank;
- e) for Card security reasons, especially if a suspicion exists regarding the loss, theft, misuse or unauthorized use of the Card or A-PIN (for example, if the Bank is not successful in contacting the Card Account Holder and/or the Cardholder, if the frequency or amounts of Payment Transactions exceed usual volumes, if the Card is used from an unusual location, or if the Bank suspects that A-PIN protection may have failed);
- f) it is authorised to do so under other provisions of these Conditions.

15.10.2 Before or immediately after (where the former is impracticable) the Bank blocks the Card, the Bank shall inform the Card Account Holder or the Cardholder that the Card has been blocked and the reasons for this action in accordance with Article 3 (Communication) of these Terms

and Conditions. This shall not apply where providing such information or making it available might thwart the purpose of blocking or would be in conflict with any generally binding legal regulation. Once the reasons the Card was blocked cease to exist, the Bank shall re-activate the Card or replace it with a new Card.

15.11. Unless expressly specified otherwise under these Conditions, the Bank shall charge a Fee for the Card Blocking to the Card Accountholder per valid Price Lists. The Bank shall not be liable for damage caused by Card Blocking under Clause 15.10.1 above.

15.12. Activation Of The Card After Card Blocking

If Card Blocking was performed of certain Card and, activation or re-activation of the Card is possible, only the relevant Card Accountholder may ask the Bank for activation or re-activation of the Card. If the Card Blocking was performed at the request of the relevant Debit Cardholder, this Debit Cardholder may also apply for activation or re-activation. The Bank is not obliged to comply with the request for re-activation if the reason for which the Card Blocking was performed continues.

15.13. Transaction Complaints

15.13.1 Any defects in booking of the transactions carried out using the Card shall be claimed by the Card Accountholder or Cardholder immediately, and in any event, not later than within 20 calendar days after the delivery of a statement of the relevant account in which the defects were discovered. Such Complaints are settled by the Bank in conformance to its Complaints Procedures that is published by the Bank. . If the Card Accountholder or Cardholder does not claim the defects in the above period, it shall be deemed that they agree to the data in the said statement.

15.13.2 The matters complained about shall be credibly evidenced by the Card Accountholder or the Cardholder.

15.13.3 If the requested amount fails to be dispensed by ATM to the Card Accountholder or the Cardholder or, if their Card is withheld by ATM, they shall immediately notify the Bank of such matter.

15.13.4 If the Card is destroyed by the merchant during the issuance of the receipt slip then the Card Accountholder or the Cardholder shall ask for a confirmation of this fact by the merchant. The Card Accountholder or the Cardholder shall then deliver the damaged card and the said confirmation to the Bank.

15.14. Procedures And Information Duty Upon the Event Of Loss Or Theft Of The Card

In the event of the loss, misuse, theft or unauthorized use of the Card, A-PIN code or any other personalized security features of the Card or if there is a suspicion regarding misuse or unauthorized use of the Card, the A-PIN code or other personalized features of the Card, the Card Account Holder or the Cardholder shall inform the Bank thereof via the CitiPhone service or in person without undue delay. They must state the Card number or name, surname and birth identification number of the Card Accountholder or the Cardholder.

15.15. Other Information Duty

The Card Accountholder or the Cardholder shall inform the Bank without unnecessary delay in writing, via CitiPhone Service or in person:

15.15.1 that the Card was withheld by ATM if the Card fails to have been returned to the Card Accountholder or the Cardholder within 2 Business Days after it had been withheld; and

15.15.2 about the destruction of or damage to the Card.

15.16. Untrue Notification

The Bank shall not be liable for any results of untrue notification of an event in relation to which the Card Accountholder or the Cardholder have an information duty. If the Bank performs Card Blocking it shall be, even in this case, entitled to charge Fee for the performance of the relevant operation.

15.17. Liability For Misuse Of The Card

The Card Accountholder shall be liable to the Bank for any misuse of a lost or stolen Card in full

amount until the time of personal notification of such loss or theft to the Bank under these Conditions. If A-PIN is used in the transactions made with the lost or stolen Card, then the Card Accountholder shall be liable for any loss incurred at any time due to such misuse, even if the information duty will have been duly observed by the Card Accountholder upon the Card's loss/theft. The liability for authorized, unauthorized and incorrectly effected Payment Transactions shall be governed by Articles 5.20, 5.21, 5.22 and 5.29 of the Terms and Conditions.

15.18. Termination Of The Authorisation To Use The Card

The authorisation to use the Card terminates:

15.18.1 upon withdrawal from the agreement for use of the Card:

- (a) by the Card Accountholder or the Cardholder, provided that for a Debit Card, a withdrawal from the agreement for Account maintenance for which the Card was issued shall also be considered as such withdrawal. The Card Accountholder is entitled to withdraw from the agreement for use of a Card. The notice period shall be 1 month from the date this notice is delivered to the Bank. If the contractual relationship based on the Card agreement does not last one year, the Bank shall be entitled, in the event said agreement is terminated by a notice served by the Card Account Holder, to consideration for the termination in an amount determined according to the Price Lists. If the Card Account Holder or the Cardholder fails to return the Card to the Bank by the end of the notice period, the Bank may refuse to execute Payment Orders or may block the Card. In exceptional cases the Bank may not require that the Card be returned. If the Card Account Holder and the Cardholder are two persons, the Card Account Holder shall immediately inform the Cardholder of the notice having been sent to the Bank.
- (b) by the Bank, which may terminate the Card agreement by notice at any time, without specifying the grounds for the termination. The notice period shall be 2 months from the day following the date this notice is delivered to the Bank. The Card Accountholder is entitled to require that the Bank returns the already paid Fee in the proportion corresponding to the time for which the Fee was paid but for which the Card will not be used due to the withdrawal from the agreement for use of the Card. If the Card agreement is terminated by notice served by the Bank as a result of the Card Account Holder or the Cardholder having breached the obligations established under the Card agreement or these Terms and Conditions, the Bank shall be entitled to terminate the Card agreement by written notice, with the termination taking effect immediately on the date the notice is served. In the case that this type of termination occurs, the Card Account Holder shall not be entitled to demand that the Bank refund any part of the Fee that has already been paid; or

15.18.2 Upon termination of the agreement for Account maintenance for which the Card was issued in any other way stipulated in the Conditions or under the applicable legal regulations; or

15.18.3 For any other reasons stipulated in the relevant agreement for use of the Card, this Conditions or the applicable legal regulations;

15.18.4. The authorisation to use the Card also terminates in the case of termination of the agreement for use of the Debit Card under which the Card Accountholder was a Debit Cardholder and no other agreement for use of the Debit Card exists between the Card Accountholder and the Bank under which the relevant Card Accountholder would at the same time be the Debit Cardholder. In this case, the termination of this agreement for use of the Debit Card leads to the termination of all agreements for use of the Debit Card which are issued for the other Debit Cardholders for the Account of this Card Accountholder. The Bank is entitled to request that all Debit Cards which were issued for the relevant Account and the validity of which has not expired are returned to it.

15.19. Returning The Card And Other Procedures Of The Bank

15.19.1 After the authorisation terminates, the Card Accountholder or the Cardholder shall immediately return the Card to the Bank unless they are obliged under a contractual arrangement or these Conditions to ensure that the Card is duly invalidated by cross cutting of the magnetic slip and they did duly ensure such invalidation.

15.19.2 Termination of the agreement for use of the Card does not prevent booking of the orders given via the Card to the Bank after the termination of the given agreement. The Bank shall be under no obligation to refund even a portion of the Fee charged for the issuance of the Card, unless these Terms and Conditions or the Payment System Act provide otherwise.

15.19.3 Upon the termination of the agreement for use of the Card, the Cardholder assumes liability to settle promptly all of his/her obligations owed to the Bank connected with this contractual relationship.

16. CITICARD DEBIT CARD

16.1. Basic Provisions

Debit Cards are issued by the Bank for the Accounts on the basis of an agreement for issue of the Debit Card entered into between the Bank and the Card Accountholder. Via the Debit Card, the Debit Cardholder may, in accordance with this agreement, dispose of the funds in the relevant Account.

16.2. Issue Of The Debit Card

Any Card Accountholder may be issued only one card for his/her Accounts.

16.3. Card For Other Debit Cardholders

The Card Accountholder may not ask the Bank to issue a Debit Card for the Account for other Debit Cardholders.

16.4. Agreement For Debit Card Use

The Card Accountholder and the Bank enter into an agreement for use of the Debit Card. Such agreement is entered into under the Current Account Agreement concluded for an indefinite period of time. The Agreement stipulates, in particular, the Cardholder, the type of the Debit Card, limits for disposal of the funds in the relevant Account using the Debit Card or other conditions of use of the Debit Card. The Bank and the Card Accountholder hereby expressly agree that the agreement for use of the Debit Card may be changed and amended orally via the CitiPhone service. The Card Accountholder has to inform the Debit Cardholder of the wording of the relevant agreement for use of the Debit Card.

16.5. Use Of The Card

16.5.1 The Debit Cardholder is entitled to use the Debit Card for disposal of the funds in the relevant Account within the limits specified in the agreement for use of the Debit Card, Current Account Agreement and these Conditions, provided that the balance of the Account must not drop below the minimum balance or the maximum permitted debit balance.

16.5.2 The Credit Accountholder is liable for the use of the Debit Card by the Debit Cardholder as if he/she used the Card him/herself.

16.6. Information Duty Of The Card Accountholder

The Card Accountholder shall without unnecessary delay inform the Bank about changes of any data relating to the Cardholder whose Card was issued to the Card Accountholder's Account which were notified to the Bank in connection with the execution of the agreement for use of the Debit Card. The Card Accountholder is in particular obliged to inform the Bank on a change in the Cardholder's address. The Card Accountholder's information duty may be complied with also by the Cardholder.

16.7 The Unique Identifier is the Card number, the Card expiry date and the security code (the CVV code provided on the back of embossed cards or the A-PIN code for electronic debit cards).

16.8 The Bank shall only perform authorized Payment Transactions. The Payment Transaction is authorized if approved by the Cardholder. Approval of a Payment Transaction shall mean (i) entering the A-PIN code, (ii) signing the relevant receipt or (iii) entering the CVV code (applicable to transactions over the Internet).

16.9 Rejected Debit Card

The Client shall not hold the Bank liable or make any claims against the Bank if any merchant, bank, financial institution or other subject rejects the Client's debit card for any reason.

17. CREDIT CARD

The rights and liabilities of the Client arising under the issuance of Credit Card shall be governed by written Contract of Issue and Use of Credit Card entered into by the Bank and the Client and, by the Business Conditions for Citi Credit Cards Holders and,

D. LOAN

Rights and liabilities of the Client in connection with the extension of the Loan shall be governed by written Contract of Loan entered into by the Bank and the Client and, by terms of the Contract of Loan.

E. INVESTMENT SERVICES

18. INVESTMENT IN COLLECTIVE INVESTMENT SECURITIES AND OTHER INVESTMENT INSTRUMENTS

18.1. Investment in collective investment securities, investment securities and other investment instruments is governed by special written agreements entered into between the Bank and the Client.

18.2 The Bank provides the Client the following information in connection with the provided investment services:

18.2.1 Information about the Bank and Basic Information Related to Investment Services Provided by the Bank

The Bank is defined in the Capital Market Business Act as a foreign entity having a registered office in another EU Member State (Ireland) and holding a standardized licence under a special statute regulating the business of banks (the Act on Banks) permitting the Bank to provide investment services in the Czech Republic. The Bank holds a banking licence granted by the Central Bank of Ireland in 2001 (now the Financial Services Authority of Ireland, which also incorporates, in terms of organisational structure, the relevant national regulator of the Bank - the Irish Financial Services Regulatory Authority (Financial Regulator) - registered office: PO Box 559, Dame Street, Dublin 2, Ireland). In accordance with the relevant European Community rules regulating banking and investment company business and section 5d et seq. of the Act on Banks, the Bank has set up a branch in the Czech Republic in order to provide the relevant banking and investment services. In terms of providing investment services the Bank is subject to the oversight authority of the home country, the Financial Regulator in Ireland, and the oversight authority of the host country, the Czech National Bank, especially with regard to rules for dealing with customers in the meaning of the Capital Market Business Act. The Bank is not currently making use of tied Agents in the meaning the Capital Market Business Act, with respect to the Bank's business in the Czech Republic.

Bank Contact Details (for Banking Products under this Part (E) of the Terms and Conditions)

Citibank Europe plc, organizační složka

Investment Products Department (GCG Investments)

Evropská 423/178, Prague 6 – Vokovice, postal code 166 40

Website: www.citibank.cz

Tel.: 233 061 111

Fax: 233 061 962

Or any other or changed contact details appropriately communicated to the Client in advance.

18.2.2 Information on Investment Services Provided by the Bank

The investment services the Bank is licensed to provide under the valid banking licence particularly include:

- reception and transmission of orders related to investment instruments;
- execution of orders related to investment instruments on behalf of clients;
- dealing on own account;
- investment advice related to investment instruments;
- safekeeping and administration of investment instruments, including related services.

The Bank shall inform the Client in writing of the investment services provided, unless electronic communication is agreed with the Client in accordance with Article 3.2.7 of the Terms and Conditions. The nature, frequency and time limit for sending the relevant information to the Client are provided under a special written agreement with the Client; the nature, frequency and time limit will comply with applicable laws.

18.2.3 Rules Governing Conflicts of Interest

In order to identify and manage any conflicts of interest between the Bank and its customers that may arise in the course of providing investment services, the Bank has implemented and has been using effective organisational and administrative measures to ensure that any such conflicts of interest do not damage the interests of the Bank's customers.

In determining the potential existence of conflicts of interest the Bank makes an assessment as to whether or not the matter in question constitutes a material risk of loss/damage to the customer, while taking into account whether the Bank or its employee:

- is likely to gain financial benefit or avoid financial loss, both at the expense of the customer;
- has any material benefit from the revenue/outcome of the service provided to the customer or from the transaction executed on behalf of the customer (and, furthermore, the material benefit arose beyond the customer's own material benefit or interest in the revenue/outcome of such a transaction);
- has any financial or other compensation for giving preference to the interests of another customer or group of customers over the interests of the original customer in question;
- is in the same line of business as the customer;
- has received or will receive any type of incentive for the service provided to the customer, be it money, goods or services, other than the standard commission or fee normally provided for similar services.

The Bank Publishes its rules to govern conflicts of interest in a comprehensive document. If requested by the Client, the Bank shall provide more details on these rules or inform the Client where more information can be found.

18.2.4 Information on the Investment Instruments Covered by the Specific Investment Service of the Bank

The Bank provides the relevant investment services with regard to the following investment instruments:

- (i) units in collective investment undertakings (such as shares in investment fund or mutual fund certificates) are securities representing a shareholder's share in the assets of a mutual or investment fund and to which other rights resulting from the relevant legislation, statute/prospectus or any other constitutive document are attached;
- (ii) investment securities (such as bonds or structured bonds) are securities negotiable on the capital market that represent the right to be repaid the money owed or in which rests the right for financial settlement and the value of which is defined by the value of investment securities, currency rates, interest rates, interest earned, commodities, financial indices or other indicators expressed in figures.

The Bank shall Publish more details on the nature and characteristics of each investment instrument offered by the Bank, or these details may also be provided in a special written agreement with the Client.

18.2.5 Information on Potential Risks Associated with Investment Instruments and Possible Protection against these Risks

General risks associated with investment instruments:

Investment instruments are not bank deposits and are therefore not guaranteed by government institutions; likewise, they are not bank deposit receivables covered by the Deposit Protection Scheme; they are not the liabilities of (and are not guaranteed or insured by) Citibank Europe plc, Citigroup, Inc. or any other Citigroup company, unless expressly set out otherwise in a valid statute/prospectus or other constitutive document specifying detailed terms and conditions for the investment instrument in question.

Investment risks, including the loss of principal (invested money), are inherent in the trading of investment instruments. Historical or expected revenue from an investment instrument is no guarantee of any future development. Investment instrument value may rise as well as drop. Investment instruments denominated in a currency other than the local currency are also subject to exchange rate risks.

Some specific risks:

Market risk - means the likelihood that the investment instrument market value may change (drop) as a result of a market factor (interest rate, currency rate, value and performance of the underlying assets, etc.). Market risks, in particular, include currency and interest rate risks.

Currency risk - is a type of market risk and means the likelihood that the investment instrument market value may change (drop) as a result of changes in exchange rates. Securities denominated in USD, for instance, will show a drop in their market value expressed in CZK following a drop in the USD rate although the value in USD will remain unchanged. Investment instruments denominated in a currency other than the local currency and currency derivatives are those most subject to currency risk.

Interest rate risk - is another type of market risk and means the likelihood that the investment instrument market value may change (drop) following a change in interest rates. The interest rate risk is particularly relevant with interest rate derivatives and bond securities, the market value of which is inversely proportionate to interest rate fluctuations.

Liquidity risk - is the risk of additional transaction costs incurred in prompt conversion of an investment instrument into Funds or the risk that such a transaction may be impossible to complete by the required date. Liquidity risk is particularly relevant with infrequently traded, structured, or individualized investment instruments and those where the buyer undertakes to hold the instrument for a certain minimum period of time.

Issuer risk - is the likelihood that an issuer of securities will not be able to satisfy the liabilities arising from these securities (such as the inability to repay bonds) or that there will be a substantial drop in the market value of such securities (such as shares) as a result of poor decision-making by management or poor business performance.

Industry risk - is the likelihood of a change in the market value of investment instruments (especially shares and some derivatives) the value of which is tied to the economic cycle of an industry as a whole.

Political risk - is the likelihood of a political change having a negative impact on the investment instrument, its value, transferability, the standing of the issuer, etc. (including the imposition of foreign exchange restrictions, nationalization, etc.).

This is not a complete list of the risks associated with investing in the given investment instruments. The Client shall always carefully consider whether he is aware of and prepared to bear these risks and, if in doubt as to the consequences or acceptability of these risks, shall communicate this to the Bank in advance. More details or explanations of the risks associated with an investment instrument and possible protection against these risks will be Published by the Bank or provided by the Client upon request.

18.2.6 Information on the Total Consideration for Provided Investment Service and Other Costs

Details on Charges or any other costs are specified in the Price Lists or in a special written agreement with the Client. Where the exact total consideration cannot be determined using the Price Lists or the special written agreement with the Client, the Bank shall at least specify the base from which the total or final price will be computed so that the Client can verify this amount. The Client is also aware that in connection with an investment service or investment instrument deals the Client may incur additional costs (i.e. those not expressly established in the Price Lists or a special agreement between the Bank and the Client),

including taxes (such as capital property income tax), which the Bank does not pay or even charge to the Client since they are the responsibility of the Client as provided under the legislation in force.

18.2.7 Information on the Protection of Clients' Assets

Any investment instruments that are clients' assets as defined by the Capital Market Business Act and have been entrusted to the Bank by the Client are, under the terms and to the extent as defined in the relevant legislation, protected under the rules of the investors' compensation scheme established and existing in Ireland (the Investor Compensation Company Ltd - ICCL). This guarantee system is a legal entity established and existing under the laws of Ireland and pursuant to the relevant statute (the Investor Compensation Act 1998). ICCL is a guarantee system to pay out compensation to investment firms which are unable to pay their debts owed to their customers (i.e. a member of ICCL becomes unable, due to their financial situation, to meet their obligations to deliver assets - money or investment instruments - to customers). The Bank has Published more details on ICCL and shall Publish any changes.

The Client is aware that their investment instruments may be held by a third party on behalf of the Bank, usually with respect to the Client's investment instruments issued abroad or any other instruments that may be maintained in omnibus accounts opened on behalf of the Bank with the relevant Entity keeping records of investment instruments or the Depository. Investment instruments issued in the Czech Republic are normally recorded in the accounts of customers as separate investment instrument records maintained by the Bank; some of these instruments, however, may be recorded on behalf of customers directly with the relevant Entity (other than the Bank) keeping records of investment instruments in the Czech Republic (such as the Prague Securities Centre or the UNIVYC).

The Bank shall observe the statutory duties with respect to holding clients' assets, including the duty to separate the investment instruments held for the Client from the assets of other customers or the Bank's own investment instruments, the duty to carry out reconciliation with respect to customer assets held with a third party, etc. More details on the liability of the Bank in the case the Client's investment instruments held with a third party are set out in a written agreement with the Client or in the Terms and Conditions; as a rule, the relevant legal code or the market practices of the foreign Entity in question that keeps investment instrument records or the foreign Depository shall also apply in relation to investment instruments abroad. As legal codes or practices may vary with respect to risks involved or the degree of protection granted to clients' assets, it is impossible for these Terms and Conditions to provide detailed specification of the relevant rights and duties, including the liability of the foreign Entities keeping investment instrument records or Depositories. In connection with this, the Client is aware that their investment instruments may be maintained collectively in customer accounts maintained on behalf of the Bank and that this may also involve certain risks, such as that the relevant foreign order or business practices may not establish requirements for the given entity comparable to Czech statutes, which creates the risk that customer assets may be included in bankruptcy assets.

The Bank may hold, in relation to the Client's investment instruments, security interests, liens or other rights to secure the Client's debts owed to the Bank, though exclusively under the terms of the legislation in force and in accordance with a written agreement with the Client. A similar right may also be asserted in accordance with the relevant foreign statutes or market practices in relation to the Client's investment instruments held on behalf of the Bank by the foreign Entities keeping investment instrument records or the Depositories, with the existence of these rights usually being a precondition for the provision of the services in question by these foreign Entities.

The Bank shall not use, without the prior consent of the Client, the Client's investment instruments for transactions at the Bank's dealing on own account or the account of a different customer.

18.2.8 Information as to the Content of the Obligation Related to the Investment Service Required, including Terms and Conditions

In accordance with Article 18.1 of the Terms and Conditions, the relevant rights and obligations of the Bank and the Client are specified in the relevant special written agreements and these Terms and Conditions.

18.2.9 Information as to Classification of Customers, Advice for Reclassification, and Related Restrictions on Customer Protection

The Bank shall classify the Client in the appropriate category in accordance with the Capital Market Business Act. This Act provides the following categories: (i) customers that are not professional (retail customers); (ii) professional customers; and (iii) professional customers with whom the Bank is under no obligation to observe the relevant rules for dealing with customers (the eligible counterparty) when providing certain core investment services.

The Bank is under no obligation to provide protection to eligible counterparties. The Bank must provide at least the minimum necessary level of protection to professional customers, whereas retail customers must be provided the maximum level of protection as set out in detail in statutes. The following are the fundamental reasons and differences in treating retail as opposed to professional customers:

- (i) More detail and greater extent of the information and advice to be provided;
- (ii) Duty to execute the relevant agreement in writing or on a “durable medium”;
- (iii) Detailed testing of appropriateness and adequacy of the investment instrument or the service, without assuming certain answers automatically;
- (iv) More detailed structure of providing information about the balance of customer’s assets and customer directions executed by the Bank.

Inclusion in a particular client category defines the level of protection and may also have an impact on the range of services or investment instruments offered by the Bank. If the Client disagrees with the category under which they have been classified, the Client may request that the Bank review the background information used in the classification.

Subject to approval by the Bank and provided that certain quantitative limits have been satisfied, the Client may apply for reclassification from a retail customer to professional customer. This reclassification results in the loss of the existing level of protection and treatment (see above) and may result in the loss of the entitlement to receive compensation under the relevant foreign protection system (see Article 18.2.7 above).

Clients that are not retail customers may also apply for reclassification from a category with a lower level of protection to one with a higher level of protection. In this case the Bank is also under no obligation to grant such reclassification (except when requested by a Client originally in the retail customer category).

If the Client wishes to request a higher level of protection in connection with a particular investment service or instrument, the Client may do so without affecting its right to apply for reclassification between customer categories.

18.2.10 Information as to Execution Rules

The Bank executes the Client’s orders under best conditions in the manner as defined under the relevant rules for executing and processing orders of the Bank (hereinafter as “**the Rules**”); these Rules are to achieve the best possible results (while taking account of all relevant factors) from the given investment service for the Client on permanent or regular basis. Providing best terms means that:

- The Rules are to facilitate achieving the best possible outcomes with regard to all directions concerning any investment instrument that the Bank may execute for the Client;
- The Bank is required to operate in accordance with these Rules and continuously review and evaluate how effective the Rules are and, if necessary, amend the terms of the Rules to ensure the best possible results.

Achieving the best possible conditions in the meaning of the Rules, however, does not necessarily mean that this result must be achieved in relation to every single instruction or that it would not be possible to obtain a better price or different terms, in respect to a particular instruction, under certain circumstances.

The Bank shall primarily take into account of the following factors while ensuring the best possible terms:

- Price
- Costs (including charges)

- Speed of instruction execution
- Likelihood or the terms of executing and settling the instruction (liquidity)
- Nature and type of instruction
- Volume of requested transaction
- Type and characteristics of investment instrument
- Characteristics of possible point of transfer
- Other relevant factors for executing the customer's instructions on the best possible terms.

The relative importance of the factors above shall be assessed by the Bank as part of the Bank's regular business terms and practices or experience in the light of available information and the conditions on the relevant market; these shall be further considered while taking the following criteria into account:

- the nature of the Client's instruction;
- the nature and characteristics of the investment instrument the Client's instruction concerns;
- the nature of the point of transfer to which the Client's instruction can be directed.

In the case of an instruction from a non-professional Client, the execution of the instruction on the best possible terms shall be judged by the overall performance consisting of the value of the investment instrument and the costs associated with executing the instruction; such costs shall include any expenses of the Client in direct relation to executing the instruction, any fees to points of transfer, settlement charges and any other fees payable to third parties with participation in the execution of the instruction.

In some cases third parties may execute the instruction and/or intermediate the execution thereof; these third parties are usually other Citigroup companies or other providers of the given investment service or activity (such as brokers). In these instances the Bank shall ensure that (i) this third party proceeds in accordance with the Rules or other rules for executing instruction on the best terms that the Bank regards as reasonably acceptable and/or (ii) this third party is judged and designated by the Bank as the entity to execute the relevant instruction on the best possible terms.

In cases when the Bank receives a special instruction from the Client with respect to the execution of the given direction, the Bank shall follow this instruction and, as a result, shall not be held liable for acting according to the Rules, though only to the extent to which the Bank accepts and follows the relevant instruction of the Client. For the purposes of the Rules, a special instruction from the Client means an instruction as defined in section 15l(2) of the Capital Market Business Act.

Unless otherwise agreed with the Client, the Bank shall direct appropriate instructions from the Client to the relevant execution venue. The list of the Bank's execution venues shall be Published.

If a Client's instruction is to be executed on a particular regulated market or in a multilateral trading system, this instruction shall be executed by a Citigroup company that is a member of the regulated market or the multilateral trading system. This is without prejudice to the obligations of the Bank in executing instructions through third parties (as described in the Rules).

The following is a list of criteria that influence the choice of the execution venue for a given instruction from the customer with respect to individual investment instruments:

- Generally available prices
- Level of liquidity
- Relative volatility on the market
- Speed of execution
- Costs of execution
- Creditworthiness of local counterparties or that of the central counterparty (if relevant)
- Quality and costs of settlement.

On some markets price volatility may mean that the time factor is of paramount importance, while on other markets with low liquidity the very fact of executing an instruction may satisfy the requirement of executing under the best terms. In other cases the choice of where an instruction should be executed may be limited significantly as a result of the nature of the instruction, the type of investment instrument or the Client's special instruction. For instance, if the given investment instruments are of a lower liquidity, there are just limited number of points, or even a single point only, where the direction can be executed.

The Bank shall regularly, on an annual basis at minimum, assess and compare the instruction execution points used by the Bank for the purposes as stated in the Rules. If necessary, the Bank shall make appropriate changes to these Rules.

In some cases in which the Bank may have available several comparable execution venues for instructions to be executed, the Bank may only take into account its own commission and the costs of executing the instruction at each point of transfer for the purpose of choosing points of transfer according to the Rules and assessing outcomes for the Client.

The Bank shall continuously evaluate the efficiency of the Rules, especially how well instructions are executed by third parties, and correct any deficiencies without undue delay. The Bank shall regularly review its rules for executing instructions. At the same time the Bank shall review the terms of the Rules regularly, not less than once a year, or, if need be, immediately after the occurrence of a substantial change impacting the ability to achieve the best possible result for the customer through the execution of their instructions. The Bank shall Publish more details on the Rules or changes in terms having an impact on the execution of instructions or these Rules (including any information about changes in Points of Transfer).

18.2.11 Information as to Aggregation of Orders and Deals, and Potential Outcomes of Aggregation

The Bank may execute the Client's instruction along with a transaction at the Bank's own account or with an instruction from another customer (hereinafter only as "aggregate orders") if:

- (i) it is unlikely that aggregation of orders is less beneficial for the customers whose instructions are to be combined than executing their instructions separately;
- (ii) the Client whose instruction is to be aggregated has been informed that combining may be less beneficial for the Client than executing the Client's instruction separately provided such a situation can occur;
- (iii) the Bank distributes the payments and debts out of the executed aggregated instruction in accordance with the relevant internal policy of the Bank; and
- (iv) the distribution of the payments and debts out of the aggregated instruction damage no other customer.

If the Client's aggregated instruction and the transaction at the Bank's own account were executed only in part, the Bank shall preferentially assign the Client its payments and relevant debts out of the aggregated instruction unless the Bank is able to substantiate that the aggregated instruction was executed on more favourable terms than would have likely been achieved if executing instructions separately, or not executing them at all. If this is substantiated by the Bank, the Bank may distribute the payments and debts out of the aggregated instruction on a pro rata basis.

18.2.12 Information on Inducements

The Bank may accept, offer or pay out an award, charge, commission or non-monetary benefit (hereinafter the Inducement) on a regular or irregular basis if this concerns:

- a) Inducements paid out or provided to the Client or paid out or provided by the Client and/or a subject acting on behalf of the Client;
- b) Inducements paid out or provided to third parties or paid out or provided by third parties and/ or persons acting on behalf of such third parties; the following conditions must satisfied:

- prior to being provided the investment service, the Client is informed of the existence, nature and value of the Inducement or of how this Inducement is computed (if the value of the Incentive cannot be established in advance);
- the Inducement must be arranged in a manner that enhances the standard of the service provided to the Client and does not violate compliance with the Bank's duty to act in the best interests of the Client.

If the Inducement does not satisfy the conditions above, this Inducement is prohibited and must not be accepted, offered or paid out. If the Bank accepts, offers or pays out Inducements that satisfy the conditions above, the Bank shall inform the Client of these Inducements in an appropriate manner. The Bank may provide the information under b) above as a comprehensive document describing the main terms, but shall always provide details upon request.

F. CITIPHONE

CitiPhone Services – TERMS OF RENDITIONS By signing its application for the provision of any Banking Product from Citibank in conformity with the Conditions, the Client agrees with and accepts this Conditions of the Use of CitiPhone and shall be bound by the same.

19. T-PIN

Upon the authorized accessing by the Client of the CitiPhone service, and upon the verification of the Client's identity, the Client is called upon by the Bank to select T –PIN.

20. USE OF T-PIN

- 20.1. The Client (not the Authorized Person) is entitled to use CitiPhone in connection with a Banking Product through entering by the Client of its T-PIN. CitiPhone is only available through the use of touch-tone telephone apparatus.
- 20.2. All Service Instructions marked by the Client's T-PIN shall be deemed to have been issued by the Client and, such Instructions shall be conclusive evidence against and binding on the Client. The Client hereby appoints the Bank to act upon such Service Instructions marked by the Client's T-PIN.
- 20.3. Any acting by the Bank upon the Service Instructions marked by the Client's T-PIN is conclusive against and binding on the Client (irrespective of the fact whether such instructions are not issued by the Client himself or, whether the same are issued without the Client's consent or authorization).
- 20.4. Without prejudice to any other provisions of this Conditions of the Use of Citiphone, the Bank may (but is not liable to) at its own discretion permit the Client to use CitiPhone without entering T-PIN under the provision that the Client's identity is certified through the process of questions and answers or, in conformity with the Bank's stipulated procedures valid as of such date.
- 20.5. Without prejudice to any other provisions of this Conditions of the Use of CitiPhone, the Bank may, at its own discretion and without prior notification to such effect, refuse to act upon all or only some of the Service Instructions; the Bank also may, at its own discretion, demand to receive written confirmation of the Client's Service Instructions (even if such Instructions are marked by the Client's T-PIN) and refuse to act upon such Service Instructions until written confirmation thereof is received by the Bank.
- 20.6. The Bank may change, deactivate or revoke permission for the use of the T-PIN on the same grounds on which the Bank may block Payment Instruments or reject Payment Orders.
- 20.7 The Client may direct the Bank to register the Client's mobile number. For designated services the Bank may regard registered mobile numbers as a way of authenticating the Client's identity that replaces other ways of identity authentication. This decision is solely at the Bank's discretion. Any direction or information submitted this way shall be deemed valid according these Terms and Conditions.
- 20.8 The Client shall inform the Bank immediately in the event of the loss of a registered mobile number or the risk that a third party may misuse a registered mobile number, so the Bank can block this number immediately. The Bank may block registered mobile number access if of the opinion that this number may have been misused by a third party.

20.9 The Bank is entitled but not obliged to block the CitiPhone service:

- (a) if the available balance of the account to which CitiPhone has been established drops below the determined minimum balance or reaches an unauthorized debit;
- (b) if the amount of a payment transaction effected via CitiPhone exceeds the limit permitted for this service;
- (c) if the Client defaults on the fulfilment of other obligations with respect to the Bank or violates any statements or obligations with respect to the Bank;
- (d) for CitiPhone security reasons, especially if a suspicion exists regarding the loss, theft, misuse or unauthorized use of the T-PIN (for example, if the Bank fails to contact the Client, if the frequency or amounts of Payment Transactions exceed usual volumes, if CitiPhone is used from an unusual location, or if the Bank suspects that T-PIN protection may have failed);
- (e) in response to a significantly increased risk of the Client being unable to repay the loan available through CitiPhone (for example, if the Client is entered in the Central Debt Register as a client with overdue debts; if the Client defaults on the payment of any loan product provided by the Bank; if the Client's credit lines have been frozen by the Bank etc.); or
- (f) if the Bank is authorized to take such steps according to other provisions of these Terms and Conditions.

20.10 Prior to blocking CitiPhone, or - where this is not possible - immediately following such blocking, the Bank shall inform the Client in the manner specified in Article 3 (Communication) of these Terms and Conditions of the fact that CitiPhone service has been blocked and the underlying reasons for this action. This shall not apply where providing such information or making it available might thwart the purpose of blocking or would be in conflict with any generally binding legal regulation. As soon as the reasons for blocking CitiPhone cease to exist, the Bank shall be obliged to re-activate CitiPhone. This Article 21.10 shall only be applied where the funds transfer service is set up as part of CitiPhone under Article 27 of the Terms and Conditions.

21. DISCLOSURE OF T-PIN TO A THIRD PARTY

21.1. The Client must take all adequate measures to protect the personalized security features of the CitiPhone service. The Client shall take all measures to ensure that the T-PIN is not disclosed to third parties, lost or stolen and to prevent falsification, fraud or misuse in connection with the use of the T-PIN and the operations and transactions carried out via CitiPhone. If the T-PIN is disclosed to a third party, lost, misused, stolen or made unauthorized use of, or if a suspicion exists regarding the misuse or unauthorized use of the T-PIN, the Client shall inform the Bank via the CitiPhone service or in writing without undue delay and immediately stop using the T-PIN.

21.2. Until the Bank receives a notice of loss, misuse, theft or unauthorized use of the T-PIN under Article 22.1, the Client shall be liable in full for any transactions made via CitiPhone and, such transactions shall be binding on the Client even if such transactions are made without the Client's consent or knowledge.

22. RECORDING OF SERVICE INSTRUCTIONS

At its own discretion, the Bank may (but is not liable to) make recordings or otherwise record any and all Service Instructions and, the Client agrees with and accepts that such recordings or other records and/or transcripts thereof, as made by the Bank for whatever reason, may be used by the Bank for whatever purpose that shall be deemed proper by the Bank, which includes evidence in proceedings instituted against the Client or any other party.

23. BANK'S RECORDS OF TRANSACTIONS

The Bank's records of transactions associated with the use and operation of CitiPhone shall be binding on the Client for all purposes, except for manifestable error, however, nothing prevents the Bank from rectification of such errors, inaccuracies or omissions at any time.

24. CHANGE OF T-PIN

The Client shall be entitled to change its T-PIN at any time. At its own discretion and without any

liability arising on its part, the Bank may refuse the choice of an alternate T-PIN as made by the Client; should such alternate T-PIN be approved by the Bank, such T-PIN becomes effectual upon the date when received by the Bank is the Client-issued instruction for its change. The Client shall evolve every effort not to choose as alternate T-PIN such a number that is easily identifiable or such that would otherwise permit forgery or fraudulent acting.

25. TERMINATION OF T-PIN

The Client may terminate its T-PIN through notifying the Bank to such effect in writing or otherwise as determined by the Bank. Such notification becomes effectual upon its receipt by the Bank.

26. FUNDS TRANSFER SERVICES VIA CITIPHONE

The Client may ask the Bank for a permission, and the Bank may, at its own discretion, grant such permission to the Client, to use the funds transfer services via CitiPhone, inclusive of making collections from account, as offered by the Bank at that time. The Client is aware that executing the transfer of funds services is subject to the relevant terms and conditions of processing Instructions, including the terms and conditions for Payment Orders in Articles 5.6 to 5.29 laid down in the Terms and Conditions.

27. RIGHTS OF THE BANK

- 27.1. The Bank shall communicate with the Client in the Czech language or, potentially, on the Client's demand, in the English language. Upon such bi-lingual communication, the Czech language reading shall prevail.
- 27.2. Any non-payment instructions delivered to the Bank via CitiPhone shall become effectual for and binding on the Bank not later than as of the third Business day subsequent to the day when the subject Instruction is delivered to the Bank.

28. LIMITATION OF LIABILITY

- 28.1. The Bank shall not be liable for any losses, damages, expenses or costs incurred by the Client in connection with acting by the Bank on the Service Instructions marked by the Client's T-PIN or verified in conformity with provisions of Section 21.4 of the Conditions (irrespective of whether such Service Instructions are issued by the Client himself or whether or not are issued with the Client's consent or authorization) and, the Client agrees to indemnify the Bank for any losses, damages, expenses, costs and fees (inclusive of compensation in full for attorney-related costs) incurred by the Bank.
- 28.2. The Bank shall not be held liable if the Bank becomes unable to perform its liabilities under this Conditions of the Use of CitiPhone in direct or indirect consequences of the malfunction of machinery or communication system or upon the occurrence of any event of industry dispute, war, force majeure or other circumstances beyond the Bank's control.
- 28.3. The Bank reserves its right to act through the auspices of such agents, suppliers or correspondents deemed capable by the Bank to perform or ensure the performance of matters or operations either referred to by or contemplated in this Conditions of the Use of CitiPhone.
- 28.4. The liability for authorized, unauthorized and incorrectly effected Payment Transactions shall be governed by Articles 5.20, 5.21, 5.22 and 5.29 of the Terms and Conditions.

29. GENERAL PROVISIONS

- 29.1. Should any one or more of the provisions of Conditions of the Use of CitiPhone or, any portion thereof, become illegal, invalid or unenforceable per valid laws or regulations, the legality, validity and enforceability of the remaining portions or other provisions of this Conditions shall not be impacted thereby in any manner.
- 29.2. Remedies provided under this Conditions of the Use of CitiPhone are cumulative and non exclusive of any remedies provided by the law.
- 29.3. No failure on the part of the Bank to exercise, and no delay in exercising, any right, remedy or authority hereunder shall operate as a waiver thereof as well as no failure on the part of the Client to exercise claim upon any breach of this Conditions of the Use of CitiPhone shall operate

as a waiver of any future claim upon any breach of this or other provision.

G. TERMS OF USE OF INTERNET BANKING SERVICE CITIBANK[®] ONLINE

31.1. This Conditions of the use of Citibank Online stipulates the rules that shall be observed by the Clients upon the use by it of the Citibank Online Internet Banking Service. Unless otherwise stipulated below, the expressions with the capital initial letter shall have the same meaning as the meaning attributed to them in the Conditions.

31.2. Minimum requirements imposed on the configuration and data transmission speed. The Client is liable to ensure the following minimum requirements imposed on the Citibank Online configuration and data transmission speed:

- Operational system MS Windows 95/98 or Windows NT 4.0
- Internet Explorer, Version 4.01 or higher
- Data Transmission Speed: 33.6kb/s and higher
- Win Vista - Internet Explorer 7, Firefox 2.0, Firefox 3.0;
- Win XP - Internet Explorer 6, Internet Explorer 7, Firefox 2.0, Firefox 3.0;
- W2K - Internet Explorer 6, Firefox 2.0, Firefox 3.0;
- Mac OS X - Firefox 2.0, Firefox 3.0, Safari 1.2, Safari 2.0, Safari 3.0;
- Bandwidth - 33.6 kb/s and higher.

31.3. Verification of authorization of the Client's access to Citibank Online is performed through the employment of the "enquiry-answer" mechanism by which it is ensured that the chosen unique password or necessary for access to Citibank Online is never transferred over any public network, not even in its encrypted form.

31.4. Access to Citibank[®] Online

31.4.1 Citibank Online is accessible to the Client ("Authorized Person"). i.e. the person whom Security Key is issued to.

31.4.2 For its first ever entry to the Citibank Online service, the Client will use the number of its card plus a four-digit A-PIN code. Thereafter, the Client will be prompted to enter a new user's name (to substitute the card's number) plus a new password.

The Client shall use the following access elements (hereinafter the **Access Elements**):

1/ chosen user's name

2/ chosen Password

3/ one-time numeric code generated by the Security Key

Upon its initial entry, the Client will be prompted to set up security questions and answers that will serve for the purposes of deeper identification of Client, such as, e.g. if the User's name or the Password is blocked.

31.4.3 In order to login into the Citibank Online service, it is necessary to enter the Authorized Person's User's name, its password and, at the same time, a one-time numeric code generated by the Security Key.

USER'S NAME must at least be comprised of 8 characters and must not exceed 30 characters

PASSWORD must at least be comprised of 8 characters and must not contain special signs such as @ " ", Czech diacritics (ě š ř í) or intervals.

The following requirements must be, in addition, met

- Must be comprised of at least 8 characters and must not contain more than 2 consecutive identical signs/characters
- Password's maximum number of characters is 30
- Password must not be same as) or similar to) the User's Name

- Password must not contain any intervals.
- Answers to the security questions must not be selected to be same or similar to the Password or the User's Name

Security Key is protected by a five-digit PIN code that will be chosen by the Client upon the initial Security Key's switch-on.

Upon each subsequent switch-on, entry of the chosen five-digit PIN code will be required.

Upon each entry to the Citibank Online, it is necessary to enter a numeric code generated by the Security Key. This code is comprised of 8 numeric signs.

- 31.4.4 Citibank Online enables to make only three (3) incorrect attempts to enter one's password. The next incorrect attempt will cause automated blocking of the Authorized Person's access to Citibank® Online. Should respective password be forgotten by the Authorized Person or, should this entry code be blocked following the three previous incorrect attempts to log into the System, such Authorized Person shall apply for the de-blocking of its access through CitiPhone Service. Upon each subsequent login, the same procedure will be used as when making one's first login.
- 31.4.5 The Bank is entitled but not obliged to block the Citibank Online service:
- if the available balance of the account to which Citibank Online has been established drops below the determined minimum balance or reaches an unauthorized debit;
 - If the amount of a payment transaction effected via Citibank Online exceeds the limit permitted for this service;
 - if the Client defaults on the fulfilment of other obligations with respect to the Bank or violates any statements or obligations with respect to the Bank;
 - for Citibank Online security reasons, especially if a suspicion exists regarding the loss, theft, misuse or unauthorized use of an Access Element, for example, if the Bank fails to contact the Client, if the frequency or amounts of Payment Transactions exceed usual volumes, if Citibank Online is used from an unusual location, or if the Bank suspects that Access Element protection may have failed;
 - in response to a significantly increased risk of the Client being unable to repay the loan available through Citibank Online (for example, if the Client is entered in the Central Debt Register as a client with overdue debts; if the Client defaults on the payment of any loan product provided by the Bank; if the Client's credit lines have been frozen by the Bank etc.); or
 - if the Bank is authorized to take such steps according to other provisions of these Terms and Conditions.
- 31.4.6 Prior to blocking Citibank Online, or - where this is not possible - immediately following such blocking, the Bank shall inform the Client in the manner specified in Article 3 (Communication) of these Terms and Conditions of the fact that Citibank Online service has been blocked and the underlying reasons for this action. This shall not apply where providing such information or making it available might thwart the purpose of blocking or would be in conflict with any generally binding legal regulation. As soon as the reasons for blocking Citibank Online cease to exist, the Bank shall be obliged to re-activate Citibank Online.
- 31.4.7 On demand raised by the Authorized Person, the Bank may block access to Citibank Online for such Authorized Person or persons empowered to access it.
- 31.4.8 Any and all Client's instructions delivered to the Bank via Citibank Online and marked with the Client's password will be deemed by the Bank as delivered by the Client and any such instructions are ultimate and binding. The Client hereby empowers the Bank to act upon instructions marked with the Client's password (irrespective of the fact whether such instruction is not issued by the Client itself or, that such instruction were issued without the Client's consent or authorization).
- 31.4.9 Without affecting the other provisions of these Terms and Conditions for using Citibank Online and Article 5.12, the Bank may, in its own discretion and without notice, to refuse

to effect all or only some of the Client's instructions delivered to the Bank via Citibank[®] Online. The Bank also may, in its own discretion, to require written confirmation of the Client's instructions delivered to the Bank via Citibank Online (even in case of those that are marked with the Client's password) and refuse to effect such Client's instructions delivered to the Bank via Citibank[®] Online, until written confirmation thereof is received by the Bank.

- 31.4.10 In its own discretion, the Bank may alter, de-activate or revoke permission to use the Password and/or Citibank[®] Online, at any time, without disclosing reasons therefor, unless it is contrary to other statutes.
- 31.4.11 The Client must take all adequate measures to protect the personalized security features of the Citibank Online service. The Client shall take all measures to ensure that the Access Elements are not disclosed to third parties, lost or stolen and to prevent falsification, fraud or misuse in connection with the use of the Access Elements and the operations and transactions carried out via Citibank Online. If an Access Element is disclosed to a third party, lost, misused, stolen or made an unauthorized use of, or if a suspicion exists regarding the misuse or unauthorized use of an Access Element, the Client shall inform the Bank thereof via the CitiPhone service or in writing without undue delay and immediately stop using this Access Element.
- 31.4.12 The liability for authorized, unauthorized and incorrectly effected Payment Transactions shall be governed by Articles 5.20, 5.21, 5.22 and 5.29 of the Terms and Conditions.

31.5. Cut-Off Times and Other Terms for Payment Instructions Receipt and Processing

- 31.5.1 If, upon the processing of a payment instruction via Citibank Online any conversion of currencies takes place, such instruction for a payment to be made shall not exceed the equivalent of USD 25,000. In case of any higher amount, the Bank reserves a right not to effect such payment order or, to use for any such conversion other rate of exchange than the current exchange rate per the Bank's valid list of exchange rates, while into account will be taken the latest developments in the rates of exchange on the financial market.
- 31.5.2 Maximum aggregated amount of all payments that can be placed for processing through Citibank Online within one Business Day is determined in the Price List. In extraordinary cases, the Bank may temporarily lower this limit. The Client shall be advised of any such lowering of the limit upon its entry to the Citibank Online service.
- 31.5.3 Maximum number of all payments that can be placed for processing through Citibank Online within one Business Day is twelve (12). The number aforesaid does not include the standing payment orders.
- 31.5.4 Any non-payment Instructions delivered to the Bank via Citibank Online shall become effectual for and binding on the Bank not later than by the third Business Day subsequent to the date of the receipt of given instruction by the Bank.

H. DEFINITIONS

"Access Elements" are defined in Article 31.4.2;

"Account" or "Accounts" means the Client's current account(s) kept with the Bank. A current account is an account which is used for performance of standard banking transactions and cash withdrawals;

"Advance of the Loan" (depending on the context also to "Advance the Loan") means an advance of moneys made by the Bank under the Loan;

"Agent" means the agent providing direct sale offering and mediating services on behalf of the Bank on the basis of an agreement executed between the Bank and the agent or the agent's employer;

"Announced Interest Rate" means a rate announced by the Bank in its interest sheet or other similar document;

"A-PIN" means a personal numerical identification code chosen by the Client to the Cards by which the Client or Cardholder prove their authorisation to carry out transactions via the Cards;

"ATM" means an automated teller (bank or card) machine owned either by the Bank or by other banks or financial institutions and/or belonging into ATM Visa or MasterCard networks (or related networks) and accepting the Cards

"Attorney" means a person authorised by the Client under a power of attorney or otherwise to represent the Client in relation to the Bank.

"Authorised Persons" mean third parties authorised by the Client to dispose of the funds in his/her Account kept by the Bank;

"Bank" means Citibank Europe plc, a company established and existing under the laws of Ireland, with its registered office at North Wall Quay 1, Dublin, Ireland, registered in the Company Register in the Irish Republic under No. 132781, conducting its business in the Czech Republic through Citibank Europe plc, with its registered office at Evropská 423/178, Vokovice, Prague 6, postal code 166 40, Company No. 28198131, incorporated in the Company Register administered by the Municipal Court in Prague, Section A, File 59288;

"Banking Products" mean banking trades/transactions concluded at any time (even in future) between the Bank and the Client or, banking services rendered to the Client by the Bank; specifically, the maintenance of current and savings accounts, accepting of time deposits, Citi Credit card, possibly, Citi credit card issued in conjunction with a partner company, consumer credit, Citibank personal loan, investments into domestic or foreign unit trusts, investments into securities and other investment products, safe deposits, asset management, insurance products.

"Banking Act" means Act No. 21/1992 Coll., on banks, as amended;

"Security Key" is a hard token/device meant for generating authorization codes necessary for getting one's access to Citibank Online .

"Card Blocking" is an action whereby the Card is disabled for executing payment operations;

"Branch" means a branch of the Bank with publicly accessible premises in which the Bank offers or provides Banking Products;

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for normal business in Prague;

"Capital Market Business Act" means Act No. 256/2004 Coll., the Capital Market Business Act, as amended;

"Card" means the Debit Card or the Credit Card;

"Card Accountholder" means a Client who has an Account with the Bank to which a Debit Card was or is to be issued;

"Cardholder" means the Credit Cardholder or the Debit Cardholder;

"Category of Fee" means respective fee category per the Price Lists for certain types of Account

"CitiAlert" means SMS or e-mail messages sent to the Client. This service permits the Client to be informed of important facts concerning the Client's checking account (debit card). This service can be cancelled any time via CitiPhone or Citibank Online ;

"Citibank Online" means a Banking Product (service) relating to the communication between the Bank and the Client via the Internet (Internet Banking) that enables flexible acquisition of information on the Bank's products used by the Client and on new products. The subject matter, conditions and detailed description of the Citibank Online service are included in the information materials about the Citibank Online service; if, in some of the Bank's information materials, the term CitiDirect is used, it shall mean the Banking Product (Service) "Citibank[®] Online.

"CitiGroup" means Citigroup Inc. or any person that is directly or indirectly controlled by Citigroup Inc. or any person that directly or indirectly controls Citigroup Inc.;

"CitiPhone" means a Banking Product (service) relating to the communication between the Bank and the Client via telephone (Telephone Banking) that enables flexible acquisition of information on the Bank's products used by the Client and on new products. The subject matter, conditions and detailed description of the CitiPhone service are included in Part F hereof.

"Civil Code" means Act No. 40/1964 Coll., the civil code, as amended;

"Civil Procedure Code" means Act No. 99/1963 Coll., the civil procedure code, as amended;

"Client" means an individual that is not a businessman (or a natural person who is included within this category by the Bank) and to whom the Bank provides the Banking Products. The term Client may be replaced by the term "Applicant" or

"Co-Applicant" in the individual contractual arrangement regarding the Banking Products;

"Commercial Code" means Act No. 513/1991 Coll., the commercial code, as amended;

"Conditions" mean these business conditions for natural persons issued by the Bank;

"Confidential Information" shall mean any and all information related to the Client and obtained by the Bank in connection with the acting seeking the conclusion of contractual relationship between the Bank and the Client and/or obtained by the Bank for the purposes of the rendition by the Bank of Banking Products under contractual relationships entered into between the Bank and the Client, inclusive of the information that is the subject matter of a bank secret under the Personal Data Protection Act (personal data) or, that is the subject matter of a bank secret under the Banking Act

(namely, the data pertaining to all banking transactions, pecuniary services, inclusive of the balances in accounts and deposits) as well as any other information related to the Client's economic situation, financial standing and business activities and, used for the establishment or verification of the Client's solvency; any of the above information is deemed necessary;

"Consumer Credit Act" shall mean the Act No. 321/2001, Coll., on Certain Terms Governing the Conclusion of Consumer Credit, as amended

"Credit Account" means an account opened in Czech crowns by the Bank upon the issue of the Credit Card. The Credit Cardholder pays to such account his/her obligations arising in connection with the drawdown of the credit line as a result of using the Credit Card;

"Credit Card" means payment (credit) card issued by the Bank to the Credit Cardholder on the basis of the agreement for the issue of a Credit Card. The Credit Cardholder does not have to have an account open with the Bank for such issue;

"Credit Cardholder" means the Client to which a Credit Card was or is to be issued;

"Current Account Agreement" means a written contractual arrangement between the Client and the Bank (no matter whether it forms a separate document or a part of the document on the basis of which the Bank provides the Client with other Banking Products) on the basis of which the Bank undertakes to open an Account in a specific currency for the Client from a specific date;

"Debit Card" or **"CitiCard"** (any reference to "Debit Card" shall include "CitiCard" and vice versa) means an international payment (debit) card issued by the Bank to the Cardholder in connection with the Account kept by the Bank for the Client. CitiCard enables payments at specific places of business and cash withdrawals via specified ATMs, or, as the case may be, executing transactions over the Internet using the CVV code;

"Debit Cardholder" means the person to whose Account a Debit Card was issued at the Client's request or the Client himself/ herself;

"Default" means an Event of Default or other fact which may constitute an Event of Default;

"Deposit Account Agreement" means a written contractual arrangement between the Client and the Bank (no matter whether it forms a separate document or a part of the document on the basis of which the Bank provides the Client with other Banking Products) on the basis of which the Bank undertakes to open a Deposit Account in a specific currency and pay the interest on the funds in this account and the Client undertakes to deposit funds to this account and let the Bank dispose of them;

"Deposit Account" means an account opened by the Bank on the basis of the Deposit Account Agreement at which the Bank accepts term or revolving deposits at its discretion. The account is opened after the Client's application, which may be delivered in person, by mail or via CitiPhone or Citibank Online services, is received;

"Depository" means, for the purposes of customer assets management, the local or foreign administrator or depository of investment instruments, or the clearing centre, maintaining accounts of the owner or customers, including the international depository and clearing centre Clearstream or Euroclear;

"Electronic Card" means the Card enabling the disposal of the funds in the Account only via automated teller machines (ATMs) and payment terminals. The Electronic Card is always issued with smooth print;

"Electronic Statement" means an electronic statement as a PDF file available for download from Citibank Online Internet banking. The Client shall be notified that a current statement is ready for download in an e-mail sent to the e-mail address specified by the Client when registering for this service;

"Entity Keeping Records of Investment Instruments" means an authorised entity that keeps the relevant records of investment instruments as defined by the Capital Market Business Act or the relevant foreign legal code, including the Prague Securities Centre, UNIVYC, stockbrokers or banks that are licensed for the investment service of safekeeping and administration of investment instruments, including related services, other Depository or clearing system;

"Event of Default" means an event specified as such in the Conditions or in the agreements or arrangements to which the Conditions relate or other breach of the Client's obligations or duties owed to the Bank (regardless of the cause of its occurrence or the possibility of being influenced by the Client or any other person);

"Fees" mean remuneration, commissions, expenses as well as penalties and other fees specified in the Price-list in force as of the date of payment of such remuneration, commissions, expenses, penalties and other fees, or fees and expenses agreed in the relevant agreement;

"Framework Contract" is defined in Article 5.7 of these Terms and Conditions.

"Fund" means any entity which carries out collective investing into which the Bank will invest the Client's funds in accordance with the Client's instructions;

"Headquarters" means the office of the Bank in which its management is located;

"Index Interest Rate" means a floating interest rate the amount of which is the sum of (i) the index represented by a specific interbank market interest rate or other published interest rate as agreed in the relevant agreement or arrangement between the Bank and the Client in connection with the relevant Banking Product and (ii) interest deviations, if agreed; **"Instruction"** means an order, direction or any other instruction;

"Info Sheet" means a document containing additional information on the provided Payment Services.

"Card" means either a debit or a credit card; **"Category of Fee"** means a category of fee per the Price List for given Account types;

"Loan Agreement" means a written contractual arrangement between the Client and the Bank (no matter whether it forms a separate document or a part of the document on the basis of which the Bank provides the Client with other Banking Products) on the basis of which the Bank provides the Client with the Loan and that may specify in particular the purpose of the Loan, its amount or maximum amount and its interest amounts and the manner of their determination and of bearing of interest, Annual Percentage Rate of Costs, terms and the manner of drawdown and repayment of the Loan;

"Loan" means the loan referred to in Clause 18 in Part D. LOAN;

"Opening Hours" mean the due opening hours determined by the Bank for dealings with the public. For purposes of providing Payment Services under the Payment System Act, "Opening Hours" mean the part of a Business Day the Bank executing a Payment Transaction usually carries out the operations necessary for the completion of the Payment Transaction;

"Overdraft Facility" means an advance made by the Bank to the Client via a current account opened on the basis of the Current Account Agreement;

"Party" means the Client or the Bank;

"Payments Act" shall mean the Act No. 284/2009, Coll., on Payments, as amended.

"Personal Data Protection Act" means Act No. 101/2000 Coll., on personal data protection and amendment to several acts, as amended;

"Price List" means the Price List of Citibank Europe, organizační složka's is fees or otherwise named document of the Bank containing the current rates of remuneration, commissions, expenses and penalties and other fees which the Bank charges to its Clients in connection with the Banking Products;

"Publish" means to provide or make available a document or information at places accessible to the public at the Bank, in the Price Lists, if applicable, by post, fax, a message at the Internet banking site of the Client or on the Website, or by means of any other agreed electronic communication (such as the Client's e-mail address under the terms of special agreement with the Client);

"Repayment Date" means the date on which the Client is obliged to repay to the Bank any sums of principal or interest; **"Sample Signatures"** mean a Bank's form containing sample signatures of the Client, his/her Attorney or other persons authorised to give the Instruction (including the Authorised Persons) the correctness of which will be confirmed by the Client's signature;

"Savings Account Agreement" means a written contractual arrangement between the Client and the Bank (no matter whether it forms a separate document or a part of the document on the basis of which the Bank provides the Client with other Banking Products) on the basis of which the Bank undertakes to open a Savings Account in a specific currency and accept savings at it;

"Savings Account" is a type of current account with a limited disposal of the balance on this account. The Savings Account balance may only be transferred to the Client's current or term deposit with the Bank. Monetary transfers to the Savings Account may only be made from the Client's current and/or term deposit with the Bank. The Bank is not obliged to perform other disposals of the balance on the Savings Account ordered by the Client;

"Security" means any mortgage, retention right, assignment or other security interest or any other arrangement having the effect of conferring security;

"T - PIN" means a personal numerical identification code chosen by the Client as part of the CitiPhone service by which the Client proves his/her authorisation to carry out transactions via this service; among other, it comprises also access codes known as Customer Identification Number (CIN) or telephone personal identification number (T-PIN), as applicable;

"Term" means the time period specified in the Loan Agreement during which the relevant Loan is outstanding; **"Units"** mean securities issued by national or foreign entities concerned with collective investing;

"Website" means the website of the Bank - www.citibank.cz - or any other appropriately notified website of the Bank;