



## GENERAL TERMS AND CONDITIONS

of BNP Paribas S.A., pobočka Česká republika  
for corporate Customers (business corporations)  
(further referred to as "GTC")

### A. PROVISIONS RELATING TO ALL BANKING SERVICES

*The complete version of these General Terms and Conditions of BNP Paribas S.A., acting in the Czech Republic through its registered branch BNP Paribas S.A., pobočka Česká republika is available in hard copy at the premises of BNP Paribas S.A., pobočka Česká republika at the address of its registered office and/or in electronic form on the Bank's website (as defined below).*

#### 1. Definitions

In these GTC, capitalised terms shall have the meaning defined in this clause 1 below (unless otherwise required by the context):

**Account Agreement** means an agreement entered into between the Parties pursuant to which the Bank maintains account(s) for business purposes (including, but not limited to current, deposit, savings, registered capital, special purpose or any other form of an account) for the Customer in Czech Koruna and/or in selected foreign currencies which is, as applicable, considered as a framework contract on payment services within the meaning of the Payment Systems Act (in Czech: *rámcová smlouva*). These GTC, the Specific Terms, the Signature Card as well as the Account Opening Request Form, documentation referred to here within and any other related documentation to the account management form an integral part of the Account Agreement.

**Account Information Service** entails Payment Account information provision via internet by a service provider different from a service provider which maintains the Payment Account.

**Account Opening Request Form** means a form issued by the Bank to be completed by the Customer according to instructions by the Bank for the purpose of opening of an account.

**Act on Banks** means Act No. 21/1992 Coll., on Banks, as amended.

**Anti-Money Laundering Act** means the Act No. 253/2008 Coll., on selected measures against money laundering and terrorist financing, as amended.

**Apostille** means the stamp to be attached under the Hague Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents to the official documents evidencing the validity of the document or signature issued by a foreign state authority.

**Authentication** means a method enabling to the provider to authenticate an identity of the user or rightful usage of payment or user's personal security elements.

**Authorised Entity** means the entity specified in clause 14 (Data Protection) of these GTC.

**Bank** is identified as BNP Paribas S.A. residing at Paris, 16 Boulevard des Italiens, Post code 75009, France, Identification number 662042449 as registered with RCS Paris, represented in the Czech Republic through its registered branch **BNP Paribas S.A., pobočka Česká republika**, residing at Praha 1, Ovocný trh 8, Post Code 110 00, Identification Number 06325416 as registered with the Municipal Court in Prague, file No.: A 78303.

**BNP Paribas Group Banks** means, taken individually, BNP Paribas S.A. and each of the legal entities in respect of which BNP Paribas S.A. directly or indirectly holds more than 50% of the voting rights including, but not limited to BNP Paribas Fortis s.a./n.v., BGL BNP Paribas Société Anonyme, BNL spa, BNP Paribas (Suisse) S.A., (as well as any branch or representative office of BNP Paribas S.A. or of its subsidiaries).

**Bank credit** means any form of temporarily enabled amount of funds.

**Bank's website** means the website of the Bank <http://www.bnpparibas.cz>

**BBAN** (Basic Bank Account Number) means a standardised domestic format of an account number as per the Act No. 169/2011 Coll. as amended.

**BIC** or **BIC/SWIFT** (Bank Identification Code) means a unique code issued by SWIFT by which the Bank or other financial institution is identified in the international payment systems.

**BNP Paribas Group** means the group of entities, including the Bank, comprised of BNP Paribas (including each of its branches) and any legal entity directly or indirectly controlling, controlled by or under common control with it, whether by virtue of shareholding, agreement or factual control (including each of such entity's branches).

**Business Day** means a day when the payer's payment service provider or receiver's payment service provider executing a Payment Transaction usually executes activities needed for the Payment Transaction execution. It should be understood that interbank transactions in requested Payment Transaction currency shall be possible to be settled on that day in a given currency market. .

**Cheque** is understood a bank draft or a commercial cheque.

**Confidential Information** means any information relating to the Customer obtained by the Bank in connection with any relationship between the Parties or for the purpose of



provision of any banking services based on any relationship between the Parties, including but not limited to any information that is the subject of banking secrecy pursuant to the Act on Banks (in particular any information relating to banking business, financial services, amounts of balances on accounts and deposits and amounts of transfers) and all other information on the economic and financial situation and activity of the Customer.

**Civil Code** means the Act No. 89/2012 Coll., Civil Code, as amended.

**Currency HUB and FeasyX** means a Bank's service to process International Remittance transactions in selected group of foreign currencies requiring a currency conversion and for which the Bank publishes specific processing conditions.

**Customer** means a legal entity which has or is entering into a Payment Transaction or Specific Terms with the Bank or general business relationship with the Bank for the purpose of entering into Payment Transactions or Specific Terms with the Bank. It is understood that the Bank's Customers are only duly incorporated legal entities which do not have the capacity of a consumer (in Czech: *spotřebitel*) nor a micro-enterprise (in Czech: *drobný podnikatel*), and are referred to within these GTC as the "Customer".

**Customer's Authorised Signatory** means an individual (natural person) duly empowered by the Customer's Legal Representative with a Right to Dispose and or to the extent as granted by the Customer through the Signature Card (in a form satisfactory for the Bank) or through another form of authorisation as used and satisfactory by the Bank.

**Customer's Legal Representatives** means an individual acting as statutory body (e.g. "*jednatel*" or "member of the board of directors") or holder of procuracy ("*prokurista*") of the Customer and or respectively authorised persons having the capacity to individually represent and being duly empowered to represent and act on behalf of the Customer. The Customer's Legal Representatives may become Customer Authorised Signatories.

**Cut off Times** means information related to execution of Payment Transaction by the Bank which the Bank makes available and discloses in the same manner as the GTC.

**CZK or Czech Koruna** means a legal currency of the Czech Republic.

**Data Protection Act** means the Act No. 101/2000 Coll., on the Protection of Personal Data, as amended.

**Data Subject** means an individual (natural person) in respect of any information which is subject to protection under the Data Protection Act whose personal data are or shall be provided to the Bank in relation to Bank's services provided or to be provided to the Customer.

**Digital Certificate** means an electronic file delivered by a certification authority that has been approved by BNP Paribas SA to record requests for the issuance, renewal, and withdrawal of certificates;

**Direct Debit** means a a payment service for debiting a payer's Payment account, where a payment Transaction is

initiated by the payee on the basis of the consent given by the payer to the payee, to the payee's payment service provider or to the payer's own payment service provider.

**Domestic Remittance** means a transfer of Czech Koruna between payer's and receiver's account held with a payment service provider in the Czech Republic.

**eIDAS regulation** means Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

**Electronic Signature** has the meaning given to it in Article 3 (10) of the eIDAS Regulation, as issued by the Parties using the Electronic Signature Solution.

**Electronic Signature Solution** means any commercially available electronic signature solution which meets the requirements for the advanced electronic signature set out in Article 26 of the eIDAS Regulation (including without limitation DocuSign) or such other commercially available electronic signature solution suggested by the Customer with which the Bank agrees or which the Bank chooses to use.

**European Remittance** means a transfer in EUR within the Member States and Switzerland where the payment instruction delivered to the Bank contains beneficiary details in the requested format: (i) IBAN beneficiary account format, (ii) BIC identifier of beneficiary bank and (iii) with charges instruction code SHA and there are no specific instructions for its processing.

**Effective Date** means a date notified by the Bank to the Customer on which a proposed changes or updates to the Account Agreement or changes to the agreement on payment services, as applicable, are to take effect.

**Group Company** means any company belonging to the concern of the relevant Party created in line with the relevant provisions of the Act No. 90/2012 Coll., on the Business Corporations, as amended, whether or not registered in the Czech Republic;

**Member States** means countries of the European Union and Iceland, Liechtenstein and Norway.

**International Remittance** means a non-cash transfer which meets any of the following criteria: (i) the transfer is made in a currency other than CZK; and/or (ii) the transfer is made in CZK to Payees' Payment Account maintained with a provider outside the Czech Republic; and/or (iii) the transfers in EUR made outside Member States and Switzerland.

**Excess** means a factual enablement of funds other than an account balance on Payment Account. Excess may result in a negative overnight Payment Account balance as a result of a Payment Transaction processing where the Customer exceeds its Sufficient Available Balance and/or exceeds the pre-arranged amount of a Bank credit and for which the Bank will not receive the respective funding to the Customer's account prior the Operating Time

**IBAN** (International Bank Account Number) means a standardised format of an account number pursuant to the international standard ISO 13616.



**Indirect Payment Order Submission** service entails a Payment Order submission through a different payment service provider than payment service provider operating Payment Account, when such Payment Order is submitted via internet.

**Loss** means any loss, damages, costs, expenses, fees (including fees for professional advisers) or fines of any kind, howsoever arising (including by negligence).

**Operating Time** means time set forth by the Bank as time within its Business Days when it accepts payment orders for execution on a given day and which the Bank makes available and discloses within the Cut off Times in the same manner as the GTC.

**Parties** mean the Bank and the Customer together.

**Payee** means a user on whose account funds shall be deposited according to the Payment Order or to whom funds shall be provided based on the Payment Order.

**Payor** means a user from whose account the funds for administrating the Payment Transaction shall be deducted or who gives the funds at the disposal to administer the Payment Transaction.

**Payment Account** means an account held in the name of one or more payment service users which is used for the execution of Payment Transactions.

**Payment Account Information Service** means a service of providing information on Payment Account through internet by a person different from the Bank maintaining a Payment Account.

**Payment Instrument** means a device or set of procedures agreed between the payment service user and the payment service provider and used by the payment service user in order to initiate a payment order (in Czech: *platební prostředek*), as defined in the Payment Systems Act.

**Payment Order** means any electronic or written instruction made by the Customer, or payee on behalf of the Customer, or by the Customer through an authorized third party, the regulator or other thereto authorised initiator to the Bank to execute or amend payments and other settlement instructions, fees bookings and other debit and credit entries to Customer's account.

**Payment Systems Act** means Act No. 370/2017 Coll., on Payment Systems, as amended.

**Payment Services** means payment services enabling (i) depositing of funds on the account, (ii) withdrawal of funds from the account, (iii) transfer of funds based on instruction of the Payor, (iv) transfer of funds based on instruction of the Payee with the consent granted by the Payor, (v) transfer of funds based on instruction by the payment instrument, (vi) issuance and administration of funds and devices for acceptance of payment instruments, (vii) further payment services under the Payment Systems Act.

**Payment Services Directive** means Directive 2015/2366 dated 25<sup>th</sup> November 2015 amending Directives 2002/65/ES, 2009/110/ES, 2013/36/EU and Regulation 1093/2010.

**Payment Transaction** means, depositing of funds on the account, withdrawal of funds from the accounts or transfer of funds based on services agreed between the Parties according to these GTC or other specific agreement between the Parties.

**Permanent Payment Order** means any electronic or written instruction made by the Customer or other thereto authorised initiator to the Bank to repeating transfers of funds from the Customer's account to the credit of another account specified in the instruction or to repeating debits from the Customer's account to the credit of another account specified in the instruction.

**Personal Data** means any details of Data Subject which are subject to protection under the Data Protection Act, including, without limitation, the following: name, surname, address, birth number/date of birth, sex, ID number, phone number, e-mail address and any information in respect of the personal interests of a Data Subject.

**Price List** means a list of all fees, commissions and other billing related items to be paid by the Customer for services and products used and as provided by the Bank. The Bank publishes the Price List and makes it available to the Customer in the same manner as the GTC.

**Receipt Time** means a point in time when the Bank receives a Payment Transaction. A Payment Transaction shall be deemed as received at the moment of its reception by the Bank. If the point in time of receipt by the Bank is not an Operation Time and/or is received after this time, such Payment Transaction shall be deemed to have been received at the beginning of the next Operation Time of the Bank.

**Reference Rate** has the meaning ascribed to it in the Price List.

**Reference Exchange Rate** means an actual market rate available to the Bank for a currency conversion.

**Related Service** means other services which the Bank is entitled to provide pursuant to the Payment Systems Act in relation to the provision of payment services, including granting Bank Credit related to Payment Services and the operation of payment systems (except for payment systems with the irrevocability of transactions).

**Remittance** means a transfer of funds from a payer's Payment Account to the receiver's Payment Account based on a Payment Order which the payer places directly with his payment services provider.

**Remote Payment Transaction** means a Payment Transaction to which the Payment Account holder remitted a Payment Instruction through internet or through a remote communication device.

**Request for Transfer** means a Payment Order given to the Bank for processing of a Domestic Remittance or an European Remittance or a International Remittance when Payment Transaction is initiated by a third party provider. The Customer is aware that the payor, payee and instructing party may be different resulting in empowerment to dispose of a Customer's Payment Account prior the service commences.



**Right to Dispose** means a right to dispose over the funds on the Payment Account. The Customer's Legal Representatives' Right to Dispose is unlimited, or as registered in for the Customer in the Commercial Register or its publicly available equivalent as valid for a foreign jurisdiction. The Customer's Legal Representatives may grant a Right to Dispose to one or more third parties referred to as Customer's Authorised Signatories, in the extent specified within the Account Agreement, these GTC, Specific Terms or through another authorisation form as used and satisfactory by the Bank.

**SEPA Payment** means a European Remittance in a specifically designed SEPA payment format.

**Specific Terms** means any specific terms and conditions that may be issued by the Bank in relation to particular types of Payment Transactions or Payment Services or products as an addition to these GTC and to which the GTC will apply. The Specific Terms are published and amended in the same manner as these GTC.

**Signature Card** means a form of a power of attorney prepared by the Bank and containing the details and the signature(s) of the Customer's Legal Representative(s) and Customer's Authorised Signatories as representatives of the Customer pursuant to Section 2664 of the Civil Code, their specimen signatures, their manner and extent of their Right to Dispose in relation to the Customer's Payment Account.

**Standing Payment Order** for a fixed or a variable amount means a request given by the Customer to the Bank in an electronic or a paper based format to issue a Domestic Remittance, a European Remittance or a International Remittance transfer, where certain criteria, i.e. periodicity, amount and currency of the transfer (or i.e. full account balance being defined as an amount and currency), beneficiary and beneficiary account details are identical for each and consequent repetitive transfer.

**Sufficient Available Balance** means balance available on the Customer's Payment Account in a form of account opening balance and adjusted by an amount of Payment Transactions prior to the Receipt Time and amounts of credit limits as governed by a specific agreement on such credit limits between the Parties.

**Third Party Provider** means a third party payment service provider which is allowed (either because it is duly authorised by competent authorities or because the Customer has allowed it) to access information and/or initiate payment orders on Payment Accounts operated by other providers.

## 2. Application

2.1 These GTC establish principles for the opening and maintenance of Customer's accounts, Payment Transactions on the accounts and clearing of these accounts as well as any agreement or arrangement with the Bank and constitute the framework for the contractual relationship between the Bank and its Customer.

2.2 These GTC are issued in accordance with the applicable laws of the Czech Republic, in particular pursuant to Section 1751 (1) of the Civil Code and pursuant to the Payment Systems Act.

2.3 An acceptance of these GTC by the Customer forms a condition for the creation of any relationship between the Parties. These GTC are part of Account Agreement or form an integral part of an individual agreement or arrangement concluded between the Parties related to any Payment Transaction or other service provided by the Bank to the Customer and these GTC are attached to any agreement or arrangement or they are otherwise known to the Customer when entering into the agreement or arrangement with the Bank.

2.4 Exceptions or additions to these GTC may be stipulated in specific agreements or Specific Terms, in which case the provisions of such specific agreements or Specific Terms shall enlarge the scope of these GTC and take precedence over these GTC. In the event of any of the provisions of these GTC conflicting with the Czech law, the relevant provisions shall not apply and the validity of the other provisions of these GTC remains unaffected.

2.5 For avoidance of doubt, the Customer confirms to the Bank that it is not and will not become neither a consumer (in Czech: *spotřebitel*), nor a micro-enterprise (in Czech: *drobný podnikatel*) at the time of its entry into a contractual relationship with the Bank or anytime after the termination of its contractual relationship with the Bank and will inform the Bank may it become "*spotřebitel*" or "*drobný podnikatel*".

2.6 The Bank and the Client agree that the provisions of Section 1799 and Section 1800 of the Civil Code shall not be applied to their relationship.

2.7 In accordance with the provisions of Section 1765 (2) of the Civil Code, the Client assumes the danger of a change in circumstances after the execution of an agreement with the Bank.

## 3. Capacity

### 3.1 Customer identification

Prior entering into any relationship between the Parties, the Bank is entitled to request the following documents and information from the Customer:

(1) Documents related to the Customer:

(a) Valid and effective documents confirming legal capacity of the Customer and confirming that the Customer has been duly established and existing in accordance with the laws of the jurisdiction of its incorporation in a form of an extract from the commercial register or alike as applicable and publicly available in the respective Customer's country of incorporation;

(b) Valid and effective documents evidencing the Customer's ownership structure and its ultimate beneficial owner (in Czech: *skutečný majitel*), as defined in the Anti-Money Laundering Act, and the Customer's controlling person (in Czech: *ovládající osoba*);

(c) Valid and effective documents specifying the details of the Customer's Legal Representatives and Customer's Authorised Signatories and the method of



their appointment and acting on behalf of the Customer;

(2) Documents related to the Customer's Legal representatives:

(a) Valid and effective documents verifying the identity of the Customer's Legal Representatives;

(b) Valid and effective documents evidencing the capacity of the Customer's Legal Representatives to act on behalf of the Customer and the method of their acting on behalf of the Customer;

(c) If a legal entity is a member of the Customer's statutory body, documents as described in the paragraph (1) related to such legal entity and documents set out in the sub-paragraph (a) and (b) of this paragraph (2) above in respect to the Customer's Legal Representatives;

(3) Information related to the Customer and the Customer's Legal Representatives:

(a) In relation to the Customer and a legal entity which is a member of its statutory body: business name, address of its registered office, its identification number, details of its statutory body including the method of acting on Customer's behalf, details of the controlling person (in Czech: *ovládající osoba*), details of its ownership structure and its ultimate beneficial owner (in Czech: *skutečný majitel*); and

(b) In relation to Customer's Legal Representatives: name and surname, sex, birth number or date of birth, place of birth, state citizenship, permanent residency address and delivery address as per an official document bearing holder's photo.

(4) If in the opinion of the Bank the capacity of the Customer's Legal Representative has not been sufficiently evidenced to the Bank, the Bank may request submission of further documents. The Bank has the right to reject the execution of any instructions received from the Customer's Legal Representative whose capacity has not been sufficiently evidenced.

(5) The Bank may require and the Customer shall deliver to the Bank any other documents, as requested by the Bank in its absolute discretion, deemed necessary by the Bank or its regulator or based on the laws applicable to the Bank or Bank's internal policy for entering into a business relationship (including documents relating to the creditworthiness or obligations of the Customer, its trustworthiness or the evidence of origin of any funds deposited by the Customer or to the credit of the Customer's account by a third party as the case may be).

(6) The Bank may from time to time request the Customer to provide updated documentation and information on the Customer and its representatives and the Customer is obliged to provide these to the Bank in the requested time frame.

### 3.2 Acting on behalf of the Customer

In its acting vis-à-vis the Bank, the Customer is represented by Customer's Legal Representatives or by Customer's Authorised Signatories.

(1) The Customer's Legal Representatives may appoint Customer's Authorised Signatories. Unless otherwise specified in the Account Opening Request Form, Signature Card or other form of power of attorney, Customer's Authorised Signatories are only authorised to dispose of monies on the account, not to change the terms of the Account Agreement or terminate it. Such a change or termination of the Account Agreement by other than a Customer's Legal Representative is only possible upon act of a special duly executed power of attorney.

(2) Any Signature Card or power of attorney granted by the Customer to any of Customer's Authorised Signatories must be made in writing and must be signed by the Customer's Legal Representatives and the signature(s) on which must be officially verified, unless such Signature Card or power of attorney is signed in front of a Bank's or BNP Paribas Group's qualified representative. The Customer shall inform the Bank without undue delay or prior expiry date, about any changes or termination of the authorisations given through the Signature Card or power of attorney and provide the Bank with documents evidencing such a change or termination.

(3) Documents related to the Customer's Authorised Signatories:

(a) Valid and effective documents verifying the identity of each of the Customer's Authorised Signatory to the extent as specified in clause 3.1. (2);

(b) Valid and effective power of attorney in a form of a Signature Card or dedicated power of attorney in a form satisfactory to the Bank, setting out the scope of authorisation expressly and clearly for each Customer's Authorised Representative;

(4) Information related to the Customer's Authorised Representatives to the extent as specified in clause 3.1.(3).

(5) If in the opinion of the Bank the capacity of the Customer's Authorised Representative has not been sufficiently evidenced to the Bank, the Bank may request submission of further documents. The Bank has the right to reject the execution of any instructions received from the Customer's Authorised Representative whose capacity has not been sufficiently evidenced.

3.3 The documents must be provided to the Bank in original or as officially certified copies and, in the event that the documents have been issued in a country other than the Czech Republic, must bear the Apostille or super-legalisation (if applicable), and must not be older than three (3) months and must be provided in the Czech language or English language, with a certified translation from other languages, unless agreed otherwise between the Parties and must be true and valid in all aspects. The Bank shall be authorised to keep the documents provided by the Customer for its own use and to make their copies and other records.

3.4 The Customer is responsible that all documents and information provided to the Bank are true, up to date, correct and complete. The Customer is obliged to notify the Bank of any changes to the information or documents provided to the



Bank without undue delay, however in any case not later than within ten (10) Business Days from the occurrence of any such change, and provide the Bank with a documentary evidence of such change (in a form of documents specified in this clause 3), unless otherwise agreed with the Bank.

3.5 The Bank assumes no responsibility and is not liable for any consequences of non-delivery of the requested documents and information by the Customer or Customer's Legal Representative or Customer Authorised Representative.

#### **4. Regulatory Information**

4.1 Pursuant to the Act on Banks, the Bank is authorised to provide for banking services, including payment services, pursuant to a single European passport (in Czech: *jednotná bankovní licence*) held by BNP Paribas S.A., and to act in the Czech Republic confirmed by a licence issued on 29/03/2005. In accordance with the relevant laws of the European Communities and Section 5d et seq. of the Act on Banks, the Bank has established its registered branch (in Czech: *pobočka zahraniční banky*) for the purposes of providing the relevant banking services.

4.2 The Bank and its services are subject to surveillance of Autorité de contrôle prudentiel et de résolution (ACPR) in Paris, France (<https://acpr.banque-france.fr/en>) being the regulator of the jurisdiction of the Bank's incorporation, and the Bank's activities in the Czech Republic are subject to surveillance of Česká národní banka (Czech National Bank), with its registered office at Na Příkopě 28, 115 03 Prague 1, Czech Republic, established and existing pursuant to the Act No. 6/1993 Coll., on Czech National Bank, as amended ([www.cnb.cz](http://www.cnb.cz)).

4.3 The Customer is entitled to inspect the data and have it corrected if necessary consulting the National Bank of France via <https://www.banque-france.fr/en>.

4.4 All clients deposits at BNP Paribas S.A., pobočka Česká republika are covered by a french deposit guarantee scheme Fonds de Garantie des Dépôts et de Résolution (FGDR). Under FGDR, the deposits in all European and non-European currencies are insured. An information overview containing basic information pursuant to the Act on Banks is available on the Bank's website [www.bnpparibas.cz](http://www.bnpparibas.cz) in Section *Documents to download*

#### **5. Instructions**

5.1 Unless these GTC or Specific Terms stipulate otherwise, the Parties, the Customer shall deliver any instruction and communication to the Bank in writing and the communication will be delivered in original, where applicable a certified copy or otherwise legalised in accordance with Czech law.

5.2 Where other forms of communication have been agreed in advance for instructions or notices, such as communication by fax, swift or electronic banking, the Bank may request written confirmation of the instructions or information at the Customer's expense before executing such instructions. At the same time, the Customer agrees that the Bank may use these forms of communication for sending all important information, messages and notifications issued by the Bank to the Customer, including and without limitation, notifications on changes to the

Account Agreement, including the GTC, Specific Terms, Price List, Cut off Times, interest and exchange rates published by the Bank. In case the communication has been agreed by means of electronic banking application, the Customer is responsible to regularly review the virtual data store related to the electronic banking application in order to make itself acquainted with such information, messages and notifications sent by the Bank without delay.

5.3 For the Payment Orders submitted to the Bank previously via fax, the Bank will not be responsible for otherwise duplicate processing of such Payment Order, if it were sent to the Bank in original as well and which have not been clearly marked as being a duplicate of an originally faxed Payment Order.

5.4 The Bank only accepts and processes instructions and notifications received from the Customer's Legal Representatives or the Customer's Authorised Signatories.

5.5 The Customer agrees that the Bank shall be authorised to record any communication between the Parties, including the use of technical devices, and keep records of the communication. The Bank may use these records as an evidence of such a communication. Should any records of telephonic communication be made, the Bank shall make the Customer aware of this in advance. The Customer acknowledges that the Bank has the obligation to archive all records and documents related to the services provided to the Customer in accordance with applicable laws.

#### **6. Accounts and Payments**

##### **6.1 Establishing and maintaining an account**

The Bank establishes and maintains current, deposit, special purpose and other forms of accounts for Customers in Czech Koruna and selected foreign currencies based on the Account Agreement. The Bank assigns a unique number to each account and informs the Customer of its bank identification number.

##### **6.2 Requirements in connection with opening an account**

6.2.1 When opening a new business relationship through opening of an account, or when the Customer is enlarging an existing cooperation with the Bank for a new account, the Customer will deliver to the Bank up to date information and documents as defined in clause 3.

6.2.2. The Bank requires namely the Customer to provide:

- (1) documents verifying the Customer, the Customer Legal Representatives and Customer Authorised representatives identity and capacity as per clause 3;
- (2) Signature Card(s) or other form of authorisation satisfactory to the Bank, including the signature specimen of authorised person(s) detailing their scope of authorisation, manner of signing and their Right to Dispose in relation to the funds for each of the Customer's account as specified in clause 3.2 (2); and
- (3) any other documents requested by the Bank in its absolute discretion.

6.2.3. The documents must be provided to the Bank in a format specified in clause 3.3 (3).



### 6.3 Alteration of Customer data

6.3.1. The Bank may alter the Customer's identification data related to the account and Signature Card and other forms of authorisations as accepted by the Bank, provided Customer's written consent has been duly received and verified by the Bank, unless it is otherwise required under applicable laws.

6.3.2. The Customer is responsible to provide immediate updates to the Bank in case of changes to the information related to the Customer, the Customer's Legal Representatives and Customer's Authorised Representatives as they occur or prior to the expiration date, as the case may be, in a form specified in clause 3.3 (3).

6.3.3. Any modification of the Account Opening Request Form, Signature Card and other forms of authorisations as accepted by the Bank, including cancellation of the Signature Card or any other authorisation to dispose of funds permitted in accordance with these GTC, the Account Agreement or Czech law shall be regarded as being effective from the Business Day following the Business Day on which it was received by the Bank.

### 6.4 Management of the account and funds in the account

6.4.1 The Customer is responsible for managing the account and funds on the account in accordance with the purpose for which the account has been opened.

6.4.2 Only the Customer that is the account holder, acting through Customer's Authorised Signatories has the Right to Dispose. Another person shall have Rights to Dispose in relation to the account only if a special power of attorney has been executed by Customer's Legal Representatives in favour of such Customer's Authorised Representatives as specified in clause 3.2 (2).

6.4.3 The Account Agreement may specify or limit the terms on the basis of which third people can be authorised to dispose of funds on the account under a specific power of attorney as contemplated by clause 6.4.2 above.

6.4.4. The Account Opening Request Form and Signature Card are valid, and the Bank may rely on them as such, as from the day on which the Bank receives such Signature Card that is in compliance with the Account Agreement and Czech law.

6.4.5 For all transactions carried out in person, the Bank may inspect the identity of a Customer's representative that purports to be authorised to act on behalf of the Customer, to dispose of funds on the account or to submit any other instructions to the Bank. If the Bank is not provided with sufficient evidence of that representatives' identity, authorisation and Rights to Dispose, the Bank may refuse to provide the requested service.

6.4.6 Unless agreed otherwise (e.g. within a credit facility agreement), the Customer shall ensure that no Customer's account indicates a debit balance at any time and that the Customer's instructions given to the Bank will not exceed the Sufficient Account Balance at the end of the Operating Time.

6.4.7 After settling the claims and obligations relating to the account as specified in clause 6.5 below, the Bank will close the account. The Bank will pay any positive balance on the closed account to the Customer, as the Customer instructs

the Bank to transfer the funds to another account. If the balance on the closed account cannot be transferred in accordance with the preceding sentence, the Bank shall maintain the balance for the statutorily required time period.

6.4.8 The Bank may charge a fee for the transfer of the balance on the closed account to another account or for covering costs relating to custody of the funds, if this balance could not be transferred to another account.

6.4.9 The Bank may close an account if the Bank learns from credible sources that the Customer's status as a legal entity has been terminated. Unless otherwise agreed with the prospective legal successor, the Bank will pay any positive account balance to the successor of the legal entity according to the instruction of the successor, subject to verification of legal succession.

### 6.5 Settlement of obligations

6.5.1 The Parties agree that it is possible to set off mutual receivables within the meaning of Section 1982 of the Civil Code when settling obligations arising from their contractual relationship within the scope set out further in these GTC and/or the Account Agreement or other agreement concluded between the Parties.

6.5.2 The Customer hereby agrees that the Bank is authorised to set off unilaterally, without notice, and at any time, any of its receivables owing from the Customer (regardless of whether or not due, whether arising now or in the future, whether contingent or otherwise, regardless of the currency in which they are denominated and of the legal relationship from which they arise) against any receivables of the Customer owing from the Bank (regardless of whether or not due, whether arising now or in the future, whether contingent or otherwise, regardless of the currency in which they are denominated and of the legal relationship from which they arise), including any receivables arising from the Customer's accounts administered by the Bank. The right of the Bank to set-off shall have preference over any payment or settlement instruction in relation to the Customer's account.

6.5.3 The Customer shall not be entitled to unilaterally set off at any time any of its receivables owing from the Bank against receivables of the Bank owing from the Customer.

6.5.4 In order to perform the set-off contemplated by clause 6.5.2 above, the Bank shall be entitled to use any deposits administered by it or any other outstanding amounts payable at any time by the Bank to the Customer or to its account(s).

6.5.5 Any exchange of currencies required in order to effect a set-off under clause 6.5.2 above, shall be performed at an exchange rate published by the Bank on the set-off Business Day.

6.5.6 The Bank shall inform the Customer about a set-off either upfront or without undue delay after a set-off was made.

6.5.7 The Bank is authorised to deduct funds from the Customer's account without any further agreement from the Customer, in the following events:



- (1) to settle due debit interest and interest accrued thereon as well as costs related to recovering a debt represented by a negative balance;
- (2) to settle fees and expenses incurred by the Bank and other third parties for providing financial and other services according to the valid Price List and scales of fees of other third parties;
- (3) settlements and payments on basis of an applicable and executable decision of a relevant body, or other events set out by law;
- (4) to settle all necessary fees payable to third parties and other banks in relation to transfer payments and settlements on the Customer's account;
- (5) to settle any amounts due from the Customer to the Bank under or in connection with any arrangement between the Parties.

6.5.8 The Bank will correct its accounting errors on the Customer's account without undue delay when detected on its own, or when detected by the Customer or by a third party. The Bank may, therefore, take action in such case without Customer's consent.

#### 6.6 Account statements and transaction confirmations

6.6.1 The Bank will notify the Customer of the account balance, executed Payment Transaction and fees and charges, corrections of its bookings, where applicable, through an account statement issued on a monthly basis by the Bank to the Customer, unless a form and frequency of the account statement has been agreed otherwise within the Account Agreement or other agreement. The Customer is aware and agrees that the Bank may apply a fee for submission of account statements in a hard copy in accordance with the Price List.

6.6.2 The account statement will contain in particular:

- (1) information identifying Payment Transaction, if made available to the Bank by the Payor's payment services provider, especially:
  - (a) the Payor's account information;
  - (b) the Payee's account information;
  - (c) where available, a constant symbol, a variable symbol, a specific symbol or a text message detailing the purpose and parameters of a Payment Transaction; and
  - (d) a name of the Payor's account;
- (2) an amount and requested currency of a Payment Transaction;
- (3) date when the amount was debited from the Customer's account or date when the amount was credited to the Customer's account;
- (4) an opening and closing account balance;
- (5) an amount of a fee of the Payor's payment services provider, if occurred; if the Customer has subscribed to a monthly billing service as per 7.4 below, the fee details will be provided on a statement of fees instead;
- (6) a amount of a fee for executing the Payment Transaction, unless the Customer has requested a monthly billing service; and where the Customer will

receive such information on an applied Payment Transaction' processing fee separately through a monthly statement of fees; and

(7) Information on an exchange rate, if currency conversion applies to a Payment Transaction;

(8) Where applicable, information on a correspondent bank fees and charges and other instructions received by the Bank from the Payee's bank.

#### 6.7 Customer Claims

6.7.1 The Customer is responsible to check all entries recorded on statements of its accounts.

6.7.2 The Customer is obliged to notify the Bank and report all errors detected within the account statement and to submit an inquiry or a claim to the Bank for their removal with undue delay, however no later than 2 (two) months after the errors have occurred. The Bank will assess the Customer's inquiry or a claim and, if applicable, will remove the Bank's errors or discrepancies. If the accounting errors were caused by third party, the Bank will request this third party to correct such errors or discrepancies.

6.7.3 The Bank will upon request examine correctness of execution in line with a Customer's Payment Order. The Customer shall obtain rectification from the Bank pursuant to the clause 9 (*Liability and Indemnity*) only if the Customer notifies the Bank without undue delay on becoming aware of any unauthorised or incorrectly executed Payment Transaction giving rise to a claim and no later than two (2) months after the debit date, unless, where applicable, the payment service provider has failed to provide or make available information on the Payment Transaction in accordance with the Account Agreement.

6.7.4 In case of a non-executed or incorrectly executed Payment Transaction, including a transaction where the Customer supplied the Bank with an incorrect unique identifier of the Payee, irrespectively of Customer's request, the Bank cannot make adjustments in a Payment Transaction carried out on a basis of erroneous instructions when already processed and settled through a system with irrevocability of processing. In such case, the Bank shall make immediate efforts to trace the Payment Transaction and request a correction of the instructions or cancellation of the Payment Transaction and return of the funds. The Bank will notify the Payor of the outcome of such investigation. The Customer is aware that this is a best effort basis service, and that a Payment Transaction made on a basis of erroneous instructions resulting in a credit into an unauthorised legal or physical entity is a legal issue between the Payor and the Payee.

6.7.5 May the Customer not fulfil its obligation to report any accounting errors and discrepancies to the Bank by the deadline stipulated in the clause 6.7.2 above, the Customer is not entitled to any compensation of damages incurred by requesting the Bank to execute correction of such errors and discrepancies after the established deadline.

6.7.6 The Bank is entitled to charge fees for the investigations, amendment and cancellation claims in line with the Price List; and further debit Customer's account for fees claimed by third party banks, including, without limitation, to the Payees





services provider, for any investigations in which the Bank will not be at fault in Payment Transaction execution.

#### 6.8 Payment Transaction execution

6.8.1 Payment Transactions are executed according to the Account Agreement or any other specific agreement concluded between the Parties. The Payment Order execution conditions have been established on a best effort basis, and are outlined within the Account Agreement, including Cut off Times, Price List and Specific Terms.

6.8.2 Provisions of this clause 6 (Accounts and Payments) do not apply to

- (1) any cash exchange operations;
- (2) an issuance of paper-based cheques and drafts, bills of exchange, promissory notes, paper cheques or paper traveller's cheques or any other paper-based vouchers and paper based instruments (included but not limited to Czech Postal Office service);
- (3) any Payment Transaction carried out within payment or securities settlement system and payments related to securities asset servicing;
- (4) any other activities, services or products, that are not Payment Transaction (in Czech: *platební služby*) under the Payments Systems Act.

6.8.3 The Bank shall have the right to determine currencies in which it carries out Payment Transactions.

#### 6.9 Consent and withdrawal of consent to a Payment Transaction

6.9.1 Consent to any Payment Transaction shall be given in accordance with the Account Agreement or any other agreement governing the issuance and use of Payment Instrument. Payment Transaction is authorised once the consent has been granted.

6.9.2 Notwithstanding the provisions of the clause 6.9.1 above, a Payment Transaction may be authorised by the Customer prior to or after the execution of such Payment Transaction to the extent permitted by the terms governing the issuance and use of Payment Instrument.

6.9.3 In case of a Direct Debit or Request for Transfer, the Customer may revoke his consent to the related Payment Transaction at the latest by the end of the Operating Time five (5) Business Days preceding the agreed withdrawal day.

#### 6.10 Payment Orders

6.10.1 Each Payment Order must contain all details required by the Bank and by the applicable laws. The Bank may not accept incomplete, misleading or otherwise incorrect Payment Orders for execution or Payment Orders damaged or illegible or otherwise non-compliant to the conditions outlined in these GTC or Specific Terms. It is not allowed to scratch, wipe off nor overwrite etc. any details in the Payment Order.

6.10.2 On the Customer's request, the Bank will confirm receipt of a Payment Order, or issue a receipt in respect of such request. The Bank has the right to charge a fee for this service as per the Price List.

6.10.3 For a Payment Order to be effective and duly executed the amount of the Payment Order (including all related fees and expenses) must be less than or equal to the Sufficient Available Balance prior or at the same time as Receipt Time. Payment Orders delivered to the Bank for execution for which the Sufficient Available Balance will occur after the Receipt Time, however on the requested payment date prior Operating Time, such payment may be subject to an additional fee for the manual processing of such Payment Order as listed in the Price List.

6.10.4 On the date on which the Payment Order shall be performed all necessary documents must be submitted to the Bank by the Customer within the Receipt Time.

6.10.5 The Customer acknowledges that the Bank may, in the cases anticipated by the Anti-Money Laundering Act and/or other applicable laws and or the Bank's internal policies, defer the execution of the Payment Order.

#### 6.11 Payment Initiation

6.11.1 The Customer may execute a Payment Transaction by providing a Payment Order to the Bank resulting in transferring of funds between accounts using a single or a repetitive Payment Order.

6.11.2 To initiate a Payment Transaction, the Customer may use a payment order form made available by Bank or use a form of Request for Transfer, Direct Debit or any other debit order form.

6.11.3 Unless otherwise agreed in writing between the Parties, no Payment Orders are accepted via email, telephone or verbally.

6.11.4 The Customer may use a Direct Debit order for receiving payments:

- (1) if this type of payment has been established by legal regulations; or
- (2) if this type of payment has been agreed between the Payor and its bank and the Payee and its bank.

6.11.5 The Customer may use a permanent Payment Order to initiate repeated payments of the same or variable amount to the same Payee during a specific period of time.

6.11.6 The Bank does not accept Payment Orders for issuance of paper-based cheques and drafts or paper traveller's cheques.

6.11.7 The Customer may submit a Payment Order of a transaction order in any of the following manners:

- (1) in writing in original – in conformity with the Bank's standard (as notified to the Customer by the Bank);
- (2) electronically – via the Bank's electronic banking system(s); or electronic systems of other BNP Paribas group entities or SWIFT;
- (3) any other form agreed between the Parties.

#### 6.12 Cut off Times and Value Dates

6.12.1 The applicable Operating Time for a Payment Transaction and execution of Payments Orders are set forth by the Bank in the Cut off Times, which the Bank makes available and discloses in the same manner as the GTC.



6.12.2 The Payment Order transmitted directly by the Customer or indirectly by or through a Payee or other instructing party as the case may be, at the Receipt Time which:

- (1) is not within the Operating Time; or if it
- (2) is near to the end of the Operating Time,

the Parties agree that the Payment Order shall be deemed to have been received at the beginning of the following Operating Time.

6.12.3 The Parties may agree that the Operating Time shall start on a specific Business Day in the future or at the end of a certain period or on the day on which the Customer has set funds at the Bank's disposal. In such case, the Receipt Time is deemed to be such agreed Business Day.

### 6.13 Receipt of Payment Orders

6.13.1 In determining the point in time of receipt of the Payment Order:

- (1) any Payment Order received by the Bank before the Operating Time shall be deemed to be received on the same Business Day; and
- (2) any Payment Order received by the Bank at after the Operating Time shall be deemed to be received on the next Business Day, unless special execution time pursuant to clause 6.14 (Execution Time) below apply.

6.13.2 For the purpose of calculating deadlines, debiting funds from the Customer's account and crediting them to the account are considered independent transactions.

### 6.14 Execution Time

6.14.1 Where the point in time of receipt of cash from the user or the point in time when the Payment Transaction amount is credited to the account of the payee's provider occurs during a period other than the operating hours of the provider, the cash is considered received or the Payment Transaction amount credited at the beginning of the next Operating Time of the provider..

#### 6.14.2 Time limit for the execution of a Payment Transaction by the payer's provider

- (1) The Bank ensures that the Payment Transaction amount is credited to the payee's Payment Account by the end of the following Business Day following the receipt of the Payment Transaction.
- (2) The Customer and the Bank agree on a time limit which may be one Business Day longer than the time limit referred to in subsection (1) if it is a Payment Transaction in:
  - (a) euro currency to which a paper payment order is given and which does not involve currency exchange,
  - (b) euro currency to which a paper payment order is given and which involves the exchange of currencies between the euro and the currency of the Member State in which the currency exchange takes place, or
  - (c) the Czech currency, which is exclusively carried out in the Czech Republic and involves a currency exchange other than the exchange between the Czech currency and the euro.

(3) The customer and the Bank agree on a time limit which may be three business days longer than the time limit referred to in subsection (1) if it is a Payment Transaction in:

- (a) euro currency which includes the exchange of currencies between the euro and a currency other than the currency of the Member State on whose territory the currency is exchanged,
- (b) the Czech currency which is not carried out exclusively in the Czech Republic, or
- (c) the currency of another Member State other than the euro.

#### 6.14.3 Time limit for the execution of a Payment Transaction by the payee's provider

Immediately after the Payment Transaction amount has been credited to the account of the payee's provider or, where the payee's provider performs an exchange between currencies other than those of Member States, by the end of the business day following the day on which the Payment Transaction amount was credited to the account of the payee's provider, the payee's provider:

- (a) credits the Payment Transaction amount to the payee's Payment Account, or
- (b) if the payee's provider does not maintain the payee's Payment Account, makes the Payment Transaction amount available to the payee

#### 6.14.4 Time limit for the execution of a Payment Transaction within one provider in the Czech currency

Section 6.14.2 does not apply to a Payment Transaction within the same provider in the Czech Republic in the Czech currency. In this case, the Payment Transaction amount must be credited to the payee's Payment Account or, if the provider does not maintains the payee's Payment Account; it must be made available to the payee no later than at the end of the day on which the point in time of receipt of the order occurred. If such a Payment Transaction involves a currency exchange, the payer and the payer's provider may agree on a time limit extended by one Business Day.

#### 6.14.5 Time limit for the transmission of a Payment Order in the case of a Payment Transaction to which the Payment Order is given by the payee or the payer through the payee

- (1) In the case of a Payment Transaction to which payment order is given by the payee or the payer through the payee, the payee's provider transmits the Payment Order to the payer's provider within a time limit agreed between the payee and the payee's provider.
- (2) In the case of direct debits, the payee's provider transmits the Payment Order to the payer's provider within a time limit agreed between the payee and the payee's provider so as to allow the point in time of receipt of the payment order agreed between the payer and the payee to be observed.

6.14.6 The Bank will credit the account of a Payee maintained with the Bank on a day following a Business Day on which the underlying funds have been received for respective cheque presented for collection, within fifteen (15) business days, when such cheque payment has been initiated by the Payor.



The cheque credited to the Customer may be revoked or rejected by the Bank without Customer's consent, if the Bank will receive a request to revoke or return the cheque from the issuing or clearing bank(s), and the crediting of the funds reversed.

6.14.7 The Customer agrees, the time limits set out in 6.14.2 and 6.14.3 respectively shall not apply in case the Payment Transaction has been initiated by the Customer or by the Customer through the payee's provider be credited to a payee's Payment Account held with a payee's provider outside the Member State and or in a currency which is not a domestic currency of the Member State, the time limits set out above may be exceeded by a number of days needed for processing of Payment Transaction currency as well as possible routing available from the Bank to the respective payee's provider, Furthermore, the Customer agrees the amount of Payment Transaction credited to the payee's account may not be guaranteed by the Bank to be credited in full when payee's Payment Account is held with a payee's provider outside the Member State.

6.14.8 Unless stipulated otherwise in these GTC or Specific Terms, the terms of the Payment Systems Act shall apply.

#### 6.15 Payment Execution

6.15.1 The Bank shall perform only such Payment Transaction which has been authorised by the Customer either before submission of a Payment Order or simultaneously with its submission at the latest. The Parties may agree that some Payment Orders may be authorised after the submission of the Payment Order.

6.15.2 A Payment Order will be deemed as authorised only if:

- (1) it contains all required Payment Order details;
- (2) it is duly delivered to the Bank in compliance with clause 6.11 above; and
- (3) all other conditions set forth in these GTC, Specific Terms and/or agreed between the Parties have been met.

6.15.3 The Bank will execute Payment Orders up to the Sufficient Available Balance on the requested Operating Time.

6.15.4 The Bank may determine the order of Payment Orders to be offered for execution irrespectively of the order in which they were received.

6.15.5 The Bank may cancel and return any Payment Orders as non-executable to the Customer in the event that:

- (1) the details of such Payment Order are insufficient or otherwise incorrect in order to effect a Payment Transaction; and/or
- (2) there have not been Sufficient Available Balance at the Receipt Time; and/or
- (3) the Customer has not funded the account in the following 5 (five) Business Days sufficiently to cover these Payment Orders.

6.15.6 When submitting Payment Order to the Bank and when the Bank incidentally allows for its processing exceeding Sufficient Available Balance, based on a belief and assumption that the Excess arising there from shall be temporary during the respective Business Day, in case of a

failure of the funding receipt prior the Operating Time, as a consequence an Excess may occur on the Customer's account.

6.15.7 The Customer is aware that the Sufficient Available Balance may at certain arrangements be understood as a cumulative balance of more accounts a contractually agreed service may enable the Customer to submit Payment Orders to the Bank for execution which can result in Excess..

6.15.8 The Customer remains liable to cover the Excess in full with an immediate effect, however in any case no later than on the Business Day following the day on which the Excess has occurred. If the Customer fails to cover the Excess and as a result the Payment Account balance will result in the Excess, the Customer remains liable to repay whole amount of Excess and shall pay a default debit interest accrued thereupon of which conditions are defined in the Price List or any other written agreement between the Parties.

#### 6.16 Payment Order details and specifications

6.16.1 Specifications for the Payment Orders and other information required for the execution of Payment Transaction, as applied by the Bank, shall be in line with the usual requirements for a Payment Order execution in a requested currency and are provided by the Bank upon request. Upon request, the Bank will inform the Customer of the Payment Order details, as available to the Bank, such as BBAN and/or IBAN account format information or relevant SWIFT BIC identification and/or clearing identification codes for other banks in the Czech Republic. Shall the Client provide both BIC and clearing code in the Payment Order; the Bank will automatically apply BIC information as leading instruction without any further control.

6.16.2 The Customer shall specify the following details in a Payment Order:

- (1) the payment parameter (by selecting an appropriate payment format or by a use of code words in a particular format as requested by the Bank to achieve a particular payment type); and/or
- (2) the urgency of the payment; and/or
- (3) for International Remittance, specify which party will bear the charges for the Payment Transaction; and/or
- (4) any other instruction code in a format as agreed between the Parties.

6.16.3 The Bank shall transfer the full amount of the Payment Transaction and refrain from deducting charges from the Payment Transaction amount transferred when processing Domestic, SEPA and European Remittances Member States. In such case, the full amount of the Payment Transaction will be processed by the Bank and the information on charges shall be provided to the Customer beforehand and charges booked separately from the Payment Transaction. International Remittances Member States Member States are executed with an instruction code SHA shall the Payment Transaction not provide other instruction, such as OUR or BEN in relation to the manner of charges processing associated to such International Remittance. The International Remittance with an instruction code SHA within Member States, however not in a currency of the Member State, and International Remittances in a currency of the Member State, however not within Member States territory, the amount of Payment



Transaction may be lowered for charges of the relevant providers.

When Customer, as a Payer, requests International Remittances with instruction code OUR, the Bank may deduct its charges and charges of other banks from the Customers' account at the time or after effecting the Payment Transaction.

In case when an instruction is received for a Customer, as a Payee, with instruction code OUR, the Bank and will refrain from deducting its charges from the Customer's account and may lower the amount of Payment Transaction for its fee prior crediting Customer's Payment Account. The Bank may however deduct its charges from an amount transferred before crediting it to the Customer as a Payee, when International Remittances are processed with the fee instruction code BEN.

6.16.4 For executing Payment Orders, the Bank may:

- (1) request documents verifying the purpose of the Payment Transaction prior to effecting the Payment Transaction; and
- (2) designate a payment method and a payment routing.

6.16.5 The Customer is obliged to provide the Bank with all information and submit to the Bank documents verifying the purpose of the Payment Transaction within the time stipulated in the Bank's request for information in accordance with the Anti-Money Laundering Act and or other internal policies the Bank may have reasonably established in this respect.

#### 6.17 Revocation of a consent to a Payment Transaction

6.17.1 The Customer may not revoke a consent to a Payment Transaction once it has been received by the Bank, unless otherwise specified in this clause 6.17 (*Revocation of a consent to a Payment Transaction*).

6.17.2 The Customer may revoke its consent to a Payment Transaction submitted to the Bank for processing by the Customer no later than by the end of the Business Day before the day on which the Payment Transaction shall be executed by the Bank, unless otherwise agreed between the Parties.

6.17.3 Where a Payment Transaction is initiated by or through a Payee or other instructing party and to which the Customer has given his consent to the Bank, the Customer may not revoke such consent to a Payment Transaction after receipt of such Payment Transaction by the Bank nor in case where Customer has given his consent to execute such Payment Transaction to the Payee and of which the amount has not been duly notified to the Customer. Customer's request to revoke such Payment Transaction will be executed on best effort basis and funds re-credited to Customer's Payment Account upon receipt of the Payment Transaction funds from the Payee's provider.

The Bank will inform Customer on the status of the Payment Transaction revocation in line with its Customer Claims Handling procedure.

6.17.4 A consent to a Payment Transaction which has been already executed by the Bank and has been to the credit of the payee's Payment Account held by a payee's provider

outside the Member State, will be revoked by the Bank on a best effort basis and credited to the Customer's Payment Account upon receipt of the Payment Transaction funds from the payee's service provider. The Customer is aware the amount of funds returned may not be received by the Bank in full.

6.17.5 The Bank may charge the Customer for revocation of a consent to a Payment Transaction with a fee as set forth in the Price List.

#### 6.18 Refusal to execute a Payment Transaction

6.18.1 The Bank may refuse to execute a Payment Transaction if it does not meet the requisite criteria (such as Sufficient Available Balance, completeness and correctness of Payment Order details, etc.) or if it contains details which are manifestly incorrect or inaccurate or against the Bank's policy.

6.18.2 Any third party involved in a payment (i.e. a clearing body, correspondent, intermediary bank or the Payee's bank) may likewise refuse to execute the payment. The Bank will inform the Customer who initiated the Payment Transaction of any execution that is refused and, where possible, give the reason for the refusal, as well as the procedure to be followed to correct any errors that led to the refusal (unless such information would be in breach of any applicable laws).

6.18.3 This information will be communicated to the Customer, in any event, within the time limits specified in these GTC or in the Cut off Times. The Bank may charge the Customer for such payment rejection or return with a fee set forth in the Price List.

#### 6.19 Limit to the use of a Payment Instrument

6.19.1 The Customer which uses the Bank's electronic banking system(s) or any other Payment Instrument shall:

- (1) use the Payment Instrument in accordance with the terms governing the issue and the use of the Payment Instruments and/or an agreement between the Parties, as well as with the applicable laws; and
- (2) notify the Bank or the entity specified by the Bank without undue delay on becoming aware of loss, theft or misappropriation of the Payment Instrument or of its unauthorised use.

6.19.2 The Bank may block the Payment Instrument for reasons related to the security of the Payment Instrument, suspicion of unauthorised or fraudulent use of the Payment Instrument or, in the case of a Payment Instrument with a Bank Credit, a significantly increased risk that the payer may be unable to fulfil his duty to pay.

6.19.3 In such cases the Bank shall inform the Customer of the blocking of the Payment Instrument and the reasons of it, where possible, before the Payment Instrument is blocked and at the latest immediately thereafter, unless giving such information would compromise security reasons or is prohibited by other relevant laws.

6.19.4 The Bank shall unblock the Payment Instrument or replace it with a new Payment Instrument once the reasons for blocking no longer exist.



6.19.5 The Bank as the issuer of a Payment Instrument shall have the following obligations:

- (1) to make sure that the personalised security features of the Payment Instrument are not accessible to parties other than the Customer entitled to use the Payment Instrument, without prejudice to the obligations of the Customer set out in clause 6.19.1 above;
- (2) to refrain from sending an unsolicited Payment Instrument, except where a Payment Instrument already given to the payment service user is to be replaced;
- (3) to ensure that appropriate means are available at all times to enable the Customer to make a notification pursuant to clause 6.19.1 (2) above or request unblocking of a Payment Instrument; on request, the Bank shall provide the Customer with the means to prove, for 18 months after notification, that he made such notification; and
- (4) to prevent any use of the Payment Instrument once notification pursuant to clause 6.19.1 (2) above has been made.

## 6.20 Foreign Exchange

6.20.1 Payment Transactions in a currency different than the Payment Account currency are subject to a currency conversion and are executed at the Bank's reference foreign exchange rate valid on the Payment Transaction requested execution date. The amount of Payment Transaction is converted using the "sell" exchange rate when the Bank sells foreign currency to the Customer; the "buy" exchange rate when the Bank buys foreign currency from the Customer. The may differ for transfer orders received for the same Effective Date.

6.20.2 The Bank's foreign exchange rate applied to Payment Transactions requiring currency conversion is established based on the a actual currency exchange market rate adjusted for the trade margin of the Bank. .

6.20.3 The Customer agrees the exchange rate applied to a Payment Transaction may not be communicated prior concluding a conversion of currencies where the Payment Account currency differs from the Payment Transaction currency and agrees the applied rate will be displayed on the Customer's Payment Account statement after the Payment Transaction has been processed by the Bank.

6.20.4 The Bank shall have the right to reverse a Payment Transaction, if the underlying counter-value has not been received on an indicated date or it has been received in another currency or amount. The Bank shall have a right to amend the exchange rate applied on Payment Transaction in line with foreign currency changes due to a fluctuation in foreign currency exchange rates market.

6.20.5 The Bank shall not be obliged to inform the Customer of fluctuations in foreign currency exchange rates nor interest rates.

6.20.6 The indicative market exchange rates can be found at the Bank's premises, through the Bank's electronic banking platform, and/or on the Bank's premises and /or website.

## 6.21 Special arrangements relating to Payment Services

6.21.1 Some Payment Services or Payment Instruments provided by the Bank to the Customer in relation to the accounts may also be governed by Specific Terms (e.g. in relation to the Cash Payments etc.).

6.21.2 The Customer hereby agrees that, unless otherwise specifically provided for in the Account Agreement, the provisions of the Payment System Act applicable to consumers shall not apply to any Account Agreement, Payment Transaction and/or to any Related Service that may from time to time be open, executed or furnished by the Bank in connection with its business relationship with the Customer.

## 7. Fees, Charges and Interest

### *Fees Commissions and Interest*

7.1 Unless otherwise agreed between the Parties, fees and commissions to be paid by the Customer for services or products provided by the Bank are set out in the Price List valid at the time that the service or product is provided. The Bank is authorised to change the Price List in a manner pursuant to clause 11.2 below.

7.2 In addition, the Customer shall pay to the Bank:

- (1) the costs of dispatch and transport of any assets or documents, postal, telegram, telex, telephone and fax charges and other costs paid by the Bank on behalf of or in the interests of the Customer;
- (2) any charges incurred due to any measures taken by the authorities in respect of the Customer's assets, attachment orders, stop orders or claims made on the assets by third parties;
- (3) any charges relating to measures taken by the Bank for the purposes of enforcing its rights against the Customer;
- (4) any costs incurred by the Bank as a result of the Customer's breach of its contractual or legal obligations (including, without limitation, any legal fees, notarial fees or court proceeding fees and costs of enforcement of claims);
- (5) any costs incurred by the Bank in relation to providing services for international transactions and payments in compliance with international business standards, sample agreements and business terms; and
- (6) the amount of reasonably increased costs by the Bank in connection with entering into, or performance of, the contractual relationship between the Parties, or financing the Bank's obligations ensuing from such relationship, incurred as a result of a change in laws (including decrees and measures of the Czech National Bank) or binding interpretation of such laws applicable to the Bank in connection with its relationship with the Customer, or a change in the market, provided that such change occurred after the creation of the relationship between the Parties.

### *Payment of Fees, Commissions and Interest*

7.3 The Customer authorises the Bank to debit any applicable fees, commissions and interest from any of the Customer's Bank accounts irrespectively of the Sufficient Account Balance. The fees, commissions and interest are due and



payable with immediate effect by the Customer including a debit interest accrued thereon, in case the fee and commissions payment may result in an Excess

7.4 The Customer may request the Bank to account for fees and commissions related to Customer's accounts and services in a cumulative manner, through enabling its monthly billing service to the Customer. The Customer authorises the Bank to automatically settle the total outstanding amount of fees for a given period as registered by the Bank's monthly billing system debiting any of the Customers Bank account. The Customer is aware that the monthly billing settlement is executed by the Bank on the best effort basis on a first (1<sup>st</sup>) Business Day in the month following the month in which the fee or commission arose. The Customer is responsible to maintain a Sufficient Available Balance in order to avoid Excess as a result of the monthly billing settlement, unless otherwise agreed between the Parties in the Account Agreement or other specific written agreement.

*Interest, interest rates, payment of interest*

7.5 The available balance on the Customer's account bears, as applicable, a credit and debit interest. Unless otherwise agreed in the Account Agreement or in a specific written agreement between the Parties, the credit interest rate and debit interest rate as set out in the Price List will apply. The credit interest rate and debit interest rate set out in the Price List are expressed as a percentage rate per annum and are calculated on the basis of the actual number of days in that month and a year of 360/365 days, as applicable for the respective currency (based on usual market practise) unless, otherwise agreed between the Parties in the Account Agreement or other written agreement.

7.6 The Bank credits interest to the account and debits interest from the account, as applicable, in the account currency.

7.7 The interest from funds on the Customer's account is cleared on the second (2<sup>nd</sup>) Business Day of the month following the month in which the interest accrued, and is payable on the first (1<sup>st</sup>) Business Day of the month following the month in which the interest accrued, unless otherwise agreed in the Account Agreement or other written agreement between the Parties.

7.8 The credit interest is calculated from an amount of a positive available balance on the Payment Account from and including the date the funds are made available to the account, but excluding the date they are withdrawn. Pending currency specific market conditions, the Reference Rate of a specific currency may be negative and in such case a credit interest computed may result in a negative amount, which shall be charged as a fee to a Payment Account and will be cleared as described in clause 7.7. Bank may set the limit (threshold) up to which it will not charge such fee.

7.9 The debit interest is calculated from an amount of negative balance from a period stated in this clause 7.9.

The Bank will charge

- (1) a debit interest on a debit position at a debit interest rate stipulated in the specific written agreement, if a

Customer's Payment Account registers an authorised negative balance (in line with a credit facility agreement), on its account; and/or

- (2) a default debit interest on a debit position at a default debit interest rate stipulated in the Price List or other specific written agreement, if a Customer's Payment Account registers an Excess,

The debit interest shall accrue on the amount of a negative balance on the account starting on a date on which the balance becomes negative to and including the date when the balance is zero or positive.

7.10 The Parties agree that the debit interest shall, in accordance with Section 1806 of the Civil Code, also accrue on the due amounts of unpaid interest. If the interest rate of the debit interest changes, the Bank has the right to apply the default interest at the new rate as of the effective date of such a change.

7.11 The amount of due and payable debit interest by the Customer to the Bank will be capitalised on a monthly basis on the last day of the respective calendar month and may become an Excess.

## **8. Default remedies**

### 8.1 Right of combination and set off

In addition to any rights to which the Bank may be entitled at law or under the Account Agreement or otherwise, the Bank will have the right (but not the obligation) at any time and without prior notice to the Customer to:

- (1) set-off or transfer any sum or sums in whatever currency standing to the credit of any account that is held with the Bank (or any other sum or sums in any currency that are due to the Customer from the Bank) in or towards satisfaction of any amount due to the Bank; and
- (2) in its sole discretion, convert any currency into the currency(ies) in which any such amount or any credit balance may for the time being be designated, on the basis of the rate of exchange at which the Bank is able on or about the date of such conversion to purchase such currency(ies) in accordance with its normal practice.

### 8.2 Lien and right of retention

Subject to applicable laws and regulations, without prejudice to any other rights the Bank may have, until all amounts due from the Customer have been satisfied in full, the Bank shall have a lien and right of retention and sale over all assets which the Customer has deposited with the Bank for safe custody or otherwise.

### 8.3 Negative pledge

The Customer may not create or permit any encumbrance or third party interest over or against any account or over any funds and property in any such account without the Bank's express prior written consent.

## **9. Liability and Indemnity**



9.1 Except as expressly stated to the contrary in the Account Agreement, or unless otherwise agreed between the Parties, the Bank will be only liable for its own acts and only on the condition that a gross negligence or wilful misconduct may be attributed to it. The Bank shall not be liable for the timing and manner by which other payment institutions (e.g. Payee's payment services provider or intermediary bank) process instructions.

9.2 The liability of the Bank under this clause 9 shall not apply in cases of abnormal and unforeseeable circumstances beyond the control of the Bank, the consequences of which would have been unavoidable despite all efforts to the contrary, or where the Bank is bound by other legal obligations covered by applicable laws.

9.3 The Customer bears the full loss from execution of an unauthorised Payment Transaction, even if (i) resulting from the use of a lost or stolen or a misuse of a Payment Instrument or if (ii) the Customer has failed to keep the personalised security features safe, from the misappropriation of a Payment Instrument; but only until notification of such an event to the Bank in accordance with clause 6.19 (*Limit to the use of a Payment Instrument*), except where the Customer has acted fraudulently.

9.4 If the Customer notifies the Bank that (i) the Customer has not authorised a Payment Transaction or that (ii) a Payment Transaction has not been correctly executed, the Bank is not obliged to prove that the Payment Transaction was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency, or that the Bank as the Payee's payment services provider fulfilled its obligation to deliver the transaction order to the Payor's payment services provider in accordance with these GTC. In such a case, the Bank can request the Customer to submit documents or information to prove such Customer claim.

9.5 Where a Payment Order is initiated by the Customer as a Payor, then the Bank shall be liable to the Customer for a correct execution of a Payment Transaction, unless the amount of the Payment Transaction was credited to the account of the Payee's payment service provider in accordance with the Payment Order and with these GTC.

9.6 The Bank shall be liable to the Customer as the Payee for a defected Payment Transaction, unless the Payor's payment services provider is liable for such defected payment, without prejudice to the general liability terms set out in clause 9.1 above.

9.7 In case of a Payment Transaction initiated by the Payee, the Bank shall not be liable to the Customer as the Payor under clause 9.6 above, unless the Payee's payment services provider fulfilled its obligation to duly transmit the Payment Transaction to the Bank.

9.8 Where the Bank as the Payor's payment service provider is liable under clause 9.5 above, the Bank shall refund to the Customer the amount of the non-executed or defective Payment Transaction without undue delay and, where applicable in accordance with the Payment Act Systems, restore the debited Payment Account to the state in which it would have been, if the defective Payment Transaction had

not taken place. This does not apply, if the Parties agree that the Bank will execute or finalize the Payment Transaction in accordance with Customer's instruction.

9.9 Where the Bank as the Payee's payment service provider is liable under clause 9.6 above, the Bank shall immediately place the amount of the Payment Transaction at the Customer's disposal and, where applicable, credit the corresponding amount to the Customer's account.

9.10 The Bank shall have no liability whatsoever in connection with the market fluctuation regarding exchange rates applied to Payment Transaction nor changes in the market interest rates and may upon such events change its conditions without prior informing the Customer of such change.

9.11 In the event of an unauthorized Payment Transaction, the Bank shall immediately refund to the Customer the amount thereof and in any event no later than by the end of the following Business Day, after noting or being notified of the Payment Transaction (except where the Bank has reasonable grounds for suspecting fraud and communicates those grounds to the relevant national authority in writing) and, where applicable, restore the debited payment Account to the state in which it would have been had such Payment Transaction not taken place, unless (i) the Customer has not notified the Bank of the unauthorized Payment Transaction within the thirty (30) day period; or (ii) the Customer has incurred the unauthorized Payment Transaction as a result of its own fault or breach of any of its obligations or duties under these GTC, any Specific Agreement, any Payment Account, Payment Transaction, or Related Service.

9.12 Notwithstanding the foregoing, where the Payment Information provided by the Customer is incorrect, the Bank shall make reasonable efforts to recover the funds involved in the Payment Transaction. The Bank may charge a fee per Price List to the Customer for such recovery. In the event that the collection of funds is not possible, the Bank shall provide to the Customer, upon written request, all information available to the Bank and relevant to the Customer in order for the latter to file a legal claim to recover the funds.

The Customer is aware the Payment Transaction is considered to be executed correctly when executed in line with the unique identifier provided in the Payment Order, irrespectively of further additional information about the receiver provided in the Payment Order. Shall a Customer require return of the Payment Transaction bearing an incorrect receiver's unique identifier; the Bank may charge a fee as per Price List.

## **10. Representations and warranties**

The Customer represents and warrants to the Bank and agrees with the Bank that the following were, are and will be true as of the date of any already executed agreement and on the date the Customer enters into any further agreement with the Bank:

10.1 Any agreement and (as relevant) each order, contract, advice, transaction or advance is the Customer's valid and legally binding obligation, enforceable against it in accordance with its terms except for the effect of bankruptcy,



insolvency and other similar laws relating to or affecting creditors' rights generally.

10.2 No bankruptcy, receivership, judicial management, winding up or liquidation notice, petition or analogous insolvency proceeding has been threatened or filed against the Customer in any jurisdiction.

10.3 The Customer's execution, delivery and performance of any agreement and (as may be relevant) each order, contract, advice, transaction or advance does not and will not violate, contravene, conflict with or constitute a default under any provision of the Customer's constitutional documents or any law, regulation, rule, decree, order, judgement or charge, contract, trust deed or other instrument binding on it or any of the Customer's assets.

10.4 The Customer confirms that any information given to the Bank is complete, true, accurate and not misleading. The Customer represents and warrants that the Customer shall promptly notify the Bank in writing of any change to any information provided in relation to any agreement (even if such a change has been recorded in a public register) and to any supporting documentation, authorities or other documents provided in relation to any agreement and/or other material change relevant to any agreement. Until such time as the Bank has received actual notice of any change, it is entitled to rely on any information previously provided to it.

10.5 No litigation, arbitration or administrative proceedings are current or, to the Customer's knowledge, pending or threatened, which might, if adversely determined, have a material adverse effect on the Customer's business or financial condition or on the Customer's ability to perform its obligations under any agreement.

10.6 No event of default or any event which may become (with the passing of time, the giving of notice, the making of any determination or any combination of the above) an event of default has occurred and is continuing with respect to the Customer.

10.7 Neither it nor any of its subsidiaries, directors or officers, nor, to the best of its knowledge, any of its affiliates, agents or employees, has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering laws, regulations or rules in any applicable jurisdiction.

10.8 Neither it, nor any of its subsidiaries, directors or officers, nor, to the best of its knowledge, any of its affiliates, agents or employees, is an individual or entity (a "**Person**"), that is, or is owned or controlled by Persons that are (i) the target of any Sanctions (a "**Sanctioned Person**") or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country, or territory (a "**Sanctioned Country**").

10.9 The Customer specifically undertakes and warrants that: It will not directly or indirectly, use the proceeds of any payment or collections or lend, contribute or otherwise make available any monies to any subsidiary, joint venture partner or any other Person: (i) to fund any activities or business of or with any Person, or in any country or territory, that is, a Sanctioned Person or Sanctioned Country, or (ii) in any other

manner that would result in a violation of Sanctions by any Person.

For the purpose of the above representations and undertaking: "**Sanctions**" means any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, and/or the European Union and/or the French Republic, and/or Her Majesty's Treasury or other relevant sanctions authority.

## **11. Amendment**

### **11.1 Changes to the GTC**

11.1.1 The Bank is authorised to change or update the GTC including the Specific Terms on a continuous basis in view of changes to the law, market conditions or to reflect the Bank's banking and business strategies.

11.1.2 The Bank shall notify the Customer of the proposed changes or updates to the GTC at least two (2) month in advance of the Effective Date in a suitable manner as set out in clause 17 (*Notices*). The Bank shall also make within the above time period the proposed changes or updates to the GTC available at its premises and/or the Bank's website.

11.1.3 The updates of the Specific Terms may be distributed independently by a separate notice and to be addressed only to the Customer how utilize a service governed by the respective Specific Terms.

11.1.4 The Customer agrees to take responsibility for familiarising itself with the proposed changes or updates to the GTC as applicable.

11.1.5 The Customer agrees that if it does not express its dissent to the proposed changes or updates to the GTC by a written notice to the Bank and continues to use the products or services provided by the Bank to which the GTC apply after the Effective Date, it shall be considered that it has accepted the changes or updates to the GTC and will be bound by the changed or updated as of such Effective Date.

11.1.6 If the Customer refuses to accept the proposed changes or updates, the Customer is entitled to terminate agreements with the Bank prior to the Effective Date. The termination is effective upon its delivery to the Bank and is not subject to any handling fees.

11.1.7 The Customer is obliged to deliver the termination to the Bank at least one (1) Business Day prior to the Effective Date. If the Customer refuses the changes or updates to the GTC, such refusal shall be considered as termination by the Customer.

11.1.8 In respect of changes to the GTC which constitute a change or an amendment to the Account Agreement, the provisions of clauses 11.1-11.4 (*Changes to the agreements on payment services*) shall apply.

### **11.2 Changes to Account Agreement**

11.2.1 If the Bank proposes a change to these GTC, Specific Terms, Price List and Cut off Times, which constitutes a change or an amendment to the Account Agreement pursuant to the Payment Systems Act, a proposal for such a change





shall be made on a durable data medium in a comprehensive form in the official language of the state where the payment service is provided or in a language agreed between the Parties. Such proposal shall be made no later than two (2) months before the proposed Effective Date of such a change.

11.2.2 The change to the Account Agreement on payment services shall be deemed to be accepted by the Customer if:

- (1) The Bank proposed the change no later than two (2) months before the proposed Effective Date;
- (2) The Customer has not rejected the proposal for the change;
- (3) The Bank has informed the Customer in the proposal about such an effect; and
- (4) In the proposal for a change to the Account Agreement, the Bank has informed the Customer about the Customer's right to terminate the Account Agreement upon notice in accordance with clause 11.2.3 below.

11.2.3 If in the event described in clause 11.2.2 above the Customer does not accept the proposal for the change to the Account Agreement, the Customer has the right to terminate the Account Agreement upon notice free of charge with immediate effect before the Effective Date.

11.2.4 The Bank has the right to change the agreement on interest rates and exchange rates between the Parties unilaterally and without any prior notification, if it is based on the changes to the Reference Rates or Reference exchange rates respectively.

### 11.3 Changes to Specific Terms

11.3.1 If the Bank proposes a change to Specific Terms, which constitutes a change or an amendment to the Account Agreement, a proposal for such a change shall be made in the same manner as specified in article 11.2.1.

11.3.2 The change to the Specific Terms shall be deemed to be accepted by the Customer if:

- (1) The Bank proposed the change no later than one (1) month before the proposed Effective Date;
- (2) The Customer has not rejected the proposal for the change.

11.2.3 If in the event described in clause 11.3.2 above the Customer does not accept the proposal for the change to the Specific Terms, the Bank has the right to terminate the service with no replacement of similar service upon notice with immediate effect before the Effective Date.

## 12. Assignment

The Bank's rights under the Account Agreement or any other agreement between the Parties may be assigned to a third party at the Bank's discretion. The Customer's rights under the Account Agreement are personal to the Customer and not capable of assignment. The obligations under the Account Agreement bind and the rights will be enforceable by the Parties and the Customer's and the Bank's respective successors and permitted assigns.

## 13. Termination

13.1 The terms and conditions of termination of the business relationship are regulated by this clause 13 otherwise than stated in Section 152 of the Payment Systems Act.

13.2 The Customer has the right to terminate any business relationship entered into with the Bank without specifying a reason anytime upon a written notice with a notice period of two (2) months, unless otherwise agreed in the Account Agreement or other written agreement. The notice period starts on the day on which the Customer's termination notice is delivered to the Bank (or, if such a day is not a Business Day, on the Business Day immediately following the day on which the termination notice has been delivered to the Bank). If the contractual relationship which lasted less than one year is terminated upon notice by the Customer, the Bank may charge a termination fee in the amount set out in the Price List.

13.3 The Bank has the right to terminate any business relationship with the Customer free of reason anytime upon a written notice. Unless a shorter period is agreed in an agreement between the Parties, the termination is effective as of the last day of the month following the month in which the Bank's termination notice has been delivered to the Customer.

13.4 The Bank has the right to terminate the Account Agreement or any other agreement anytime with immediate effect as of the moment of delivery of the written notice to the Customer upon the occurrence of any of the following circumstances:

- (1) The Customer is in a material breach of the terms of an agreement entered into between the Parties, and such a breach is continuing and has not been remedied within the period specified by the Bank; or
- (2) The Bank becomes aware of any circumstances which would jeopardise the Customer's ability to perform its obligations under the agreement entered into with the Bank (e.g. the making of an execution order against the Customer or opening of enforcement proceedings against the Customer and/or its assets, opening of insolvency proceedings, Customer's insolvency or impending insolvency).

13.5 An account or a service provided, including a thereto related service, shall be terminated upon the expiry of the fixed term for which the account or the service was created and provided, if it were created for such a fixed term.

### 13.6 Consequences of Termination

13.6.1 Unless otherwise agreed and unless any other agreement between the Parties is in place, the termination of all accounts, including the Registered Capital Accounts, leads to the termination of the business relationship between the Parties upon the settlement of all mutual rights and obligations in accordance with the Account Agreement or such other agreement and the applicable laws.

13.6.2 Unless otherwise agreed between the Parties or unless otherwise stated by applicable laws, the receivables and obligations of the Parties arising under the terminated



business relationship become immediately due and payable upon the termination.

13.6.3 The Customer has the obligation to satisfy such Bank's receivables and the Bank has the right to settle its receivables by a set-off or otherwise in accordance with the Account Agreement or any other agreement applicable laws.

13.6.4 The Account Agreement or any other agreement remain valid and effective until all Bank's receivables owing from the Customer have been satisfied in full upon the termination of the legal relationship between the Parties and/or in the event of any proceedings leading to a liquidation, winding-up or restructuring of the Customer.

#### 14. Data Protection

14.1 **Authorised Entity** means each of the following entities:

- (a) any entity which is a member of the BNP Paribas Group;
- (b) any entity to which certain activities of any entity of the BNP Paribas Group (including, but not limited to, payments and settlements processing, money market transactions, IT support and advertising) are outsourced, or which cooperates with any entity of the BNP Paribas Group in fulfilling Bank's obligations vis-à-vis the Customer or in administering the Bank's business;
- (c) any entity with which the Bank enters into relationships concerning the assignment of receivables or liabilities of the Bank vis-à-vis the Customer, whether located within or outside the European Union.

**Processing** or to **process** has, in relation to Personal Data, the meaning given to it in the Data Protection Act.

14.2 The Customer undertakes to obtain a prior sufficient consent of any Data Subject. The consent of the Data Subject shall stipulate that the Bank and any Authorised Entity may process the Personal Data of the Data Subject for the purpose of:

- (1) optimising and providing more cost efficient services to the Customer;
- (2) producing offers of services and products possibly suitable for the Customer;
- (3) due performance of activities (including, but not limited to, payments and settlements processing, money market transactions, advertising, IT support, audit) outsourced to the Authorised Entity by the Bank or performed by the Authorised Entity for the benefit of the Bank;
- (4) due performance of the Bank's obligations vis-à-vis the Customer, the Bank's legal obligations or administering Bank's business;
- (5) negotiations concerning the assignment of receivables or liabilities of the Bank vis-à-vis the Customer;
- (6) provision of online banking services or other methods of online communication agreed between the Parties (for example, exchanges of correspondence within the business relationship with the Customer, recording in directories, identification in messages sent by the Customer and/or the Bank, the prevention of abuse and

fraud, the compilation of statistics, any complaints), the execution of the relevant online banking instructions and the supply of the online banking service within the framework of that contract and the registration and supply of certification services.

14.3 Processing may include, without limitation, disclosure of the Personal Data to the extent necessary for fulfilling the purposes referred to above to any Authorised Entity.

14.4 The Customer undertakes that the relevant consent of the Data Subject shall stipulate that the Personal Data may be processed in accordance with this clause 14 for the duration of the negotiations relating to any business relationship between the Parties, the duration of such relationship between the Parties and for an additional five (5) years after the expiry of that relationship, or for the period stipulated by law, if different.

14.5 The Bank maintains and makes available in its premises for inspection by the Customer or any Data Subject a list of the Authorised Entities.

14.6 The Customer further consents to the Bank and any Authorised Entity sending it announcements, information and offers regarding new services and products of any entity belonging to the BNP Paribas Group via e-mail, telephone and other electronic means and the Customer undertakes to obtain the same consent of the Data Subject, if necessary. This includes any newsletters summarizing any products, services and skills provided or offered by any entity of the BNP Paribas Group.

14.7 Executing an Account Agreement or these GTC, the Customer accepts the terms of collection and processing of the Personal Data and gives its consent thereto. The Customer also confirms that its Customer's Authorised Signatories, its ultimate beneficial owner (in Czech: *skutečný majitel*), as defined in the Anti-Money Laundering Act and any other individuals (natural persons) authorised to act on behalf of the Customer have been acquainted with the fact that the Bank processes their Personal Data in relation to a service provided to the Customer and that these persons agreed with the processing of their Personal Data here within. The Customer is entitled to withdraw its consent with collection and processing of the Personal Data in accordance with relevant laws at any time, either generally or in relation to a particular entity, by giving a written notice to the Bank.

14.8 The Customer's consent with collection and processing of the Personal Data pursuant to clause 14.7 above is given in relation to the Personal Data which have already been provided to the Bank, as well as to the Personal Data which will be provided by the Customer to the Bank in relation to negotiations regarding the provision of banking services or during the term of a business relationship with the Bank or which the Bank will otherwise collect and process in relation to the provision of banking services in accordance with applicable laws.

14.9 The Bank is authorised to process the Personal Data of the Customer and other persons referred to within clause 14.7 above for the duration of the relationship between the Parties and for an additional ten (10) years after the expiry of that relationship, or, if and to the extent required by law, for



the period stipulated by such law, if different, and shall ensure that the same shall apply to any Authorised Entity. The Customer may anytime during this period, ask the Bank to provide for information about the processing of Personal Data from the Bank, require an explanation, correction, amendment or blocking or liquidation of the Personal Data in accordance with Section 20 and 21 of the Data Protection Act. The Bank shall comply with such a Customer's request, except in the cases where it would lead to breach of applicable laws.

14.10 The Customer acknowledges that, subject to any applicable regulations, the Bank may, as controller (as this term is defined in the General Data Protection Regulation 2016/679 ("GDPR")):

(a) record, retain, use and otherwise process records and information about the Customer and any individual whose Personal Data is disclosed to the Bank by or on behalf of the Customer ("Data Subjects"), including Personal Data in the special categories referred to in Article 9 and 10 of the GDPR; and

(b) use and otherwise process information about the Customer's assets, accounts and transactions,

for the purposes of providing the Services or other purposes reasonably ancillary thereto or otherwise stated in our CIB Data Protection Notice located on our global CIB corporate website ([https://cib.bnpparibas.com/about/privacy-policy\\_a-38-60.html](https://cib.bnpparibas.com/about/privacy-policy_a-38-60.html)) as amended from time to time (the "Data Protection Notice") and/or to comply with applicable regulations. The Data Protection Notice sets out the obligations of the Bank and the Data Subject's rights regarding this collection, use and other processing and provides the legally required information in this respect, including information regarding the legal basis for the processing, the sources and categories of the collected Personal Data, the categories of recipients of the Personal Data and the criteria used to determine the period for which the Personal Data will be stored.

14.11 Before disclosing any Personal Data in relation to a Data Subject to the Bank, the Customer undertakes and warrants that it has brought to the attention of its Data Subjects the Data Protection Notice and this Clause, and the Customer acknowledges that the Bank and/or any of its affiliates may process the Data Subjects' Personal Data as set out in the Agreement and the Data Protection Notice.

14.12 Unless legally or contractually obliged to do so the Customer and its Data Subjects are not subject to any obligation to provide the Bank or any of its affiliates with its or their Personal Data. However, access to and use of any Services provided by the Bank or any of its affiliates may not be able to commence or continue if the Customer or its Data Subjects do not provide Personal Data on request.

## 15. Confidentiality

15.1 The Customer acknowledges and agrees that the Bank may disclose Confidential Information without the Customer's consent to third parties specified here within, and under the conditions stipulated by the Act on Banks, the Anti-Money Laundering Act and other applicable laws. Without limitation

this includes registers mentioned in the clause 14 (*Data Protection*) above and this clause 15 (*Confidentiality*).

15.2 The Customer furthermore acknowledges and agrees that the Bank may use the services of and disclose Confidential Information to bank registers established under Section 38a of the Act on Banks including the credit register operated by CBCB - Czech Banking Credit Bureau, a.s., identification no. 26199696, having its registered office at Prague 4, Na Vítězné pláni 1719/4, Post Code 140 00, registered in the Commercial Register maintained by the Municipal Court in Prague, in Part B, Entry No.: 6735.

15.3 The Customer gives the Bank consent to disclose any Confidential Information to any Authorised Entity, and agrees that such Authorised Entity may use the Confidential Information disclosed to it, for the purpose as specified in clause 14.2.

15.4 The Customer further agrees that any Confidential Information may be processed by computer technology.

15.5 The Bank shall treat all Confidential Information in accordance with laws and other legal regulations applicable to it, and shall maintain confidentiality in respect of Confidential Information for the duration of the relationship between the Parties after the expiry of that relationship for the period stipulated by applicable law, and shall ensure that the same shall apply to any Authorised Entity.

15.6 The Customer hereby expressly agrees that, unless agreed otherwise, the Bank may only disclose the Customer's account information and identification data without the Customer's consent if so required by applicable laws.

15.7 The Customer agrees that the Bank may disclose the Customer's account information and address to other payment services providers and communication authorities for the purpose of execution of payments or maintenance of the accounts.

15.8 The Customer agrees that the Bank has the right to disclose the information regarding the service provided by the Bank to the Customer, including the Confidential Information related to such a service, to another financial institution or other third party with which the Bank will enter into negotiations about the assignment and transfer of rights and obligations arising under a contract with the Customer related to such a service.

15.9 Each credit line on an account or permitted drawdown on a credit line or Excess will be registered in the Central Register of Loans maintained by the Czech National Bank in accordance with the Act on Banks.

## 16. General

### 16.1 Tax

16.1.1 The Bank is authorised to deduct applicable taxes in accordance with applicable laws of the Czech Republic or per applicable double-taxation treaties.

16.1.2 Should the provisions of a double-taxation treaty apply to a Customer, the Customer shall deliver to the Bank a confirmation of its tax domicile issued by the relevant tax authority of the state where the Customer is a tax resident



on a yearly basis. Should the Customer use the advantage of a double-taxation treaty, it shall deliver to the bank the confirmation of its tax domicile before the opening of a bank account, making a deposit or provision of other services by the Bank and then deliver to the Bank on an annual basis, in any case no later than within twelve (12) months from the date of the last confirmation, a new confirmation of its tax domicile issued by the relevant tax authority. The Customer shall also deliver a confirmation of its tax domicile anytime upon request of the Bank. The Bank may also require provision of further documents by the Customer in this respect.

16.1.2 The Customer shall pay to the Bank all stamp duties, registration fees, duties and other taxes payable due to or on the occasion of a Payment Transaction or other service provided by the Bank.

#### 16.2 Severability

If any provision of the Account Agreement or any other agreement between the Parties is or becomes ostensible (in Czech: *zdánlivý*) invalid, ineffective, unenforceable in any jurisdiction, this does not affect the validity, effectiveness and enforceability of that provision in other jurisdictions or validity, effectiveness and enforceability of other provisions of the Account Agreement or any other agreement between the Parties in any jurisdiction. The Parties undertake to replace such an ostensible, invalid, ineffective or unenforceable provision with a new one having the same or similar meaning following the same achieved purpose.

#### 16.3 Effectiveness

These GTC are valid and effective on the earlier of August 1st 2021.

In respect of the existing business relationship between the Parties, these GTC shall replace any previous GTC of the Bank applicable to the legal relationship effective as of August 1st 2021.

### **17. Notices**

17.1 The Bank shall deliver any communication to the Customer to the address of the Customer's registered office, unless Customer indicates to the Bank another delivery address for these purposes to the Bank. The Customer should provide such delivery address to the Bank immediately upon establishment of a business relationship with the Bank. The changes of the communication address may be announced to the Bank in writing or via e-mail or fax and subsequently confirmed in writing and must be signed by the Customer's Legal Representatives.

17.2 Any written communication sent by the Bank to the Customer by in person or by a courier service will be deemed to have been delivered upon acceptance by the Customer.

17.3 Any written communication sent by the Bank to the Customer by a regular post will be deemed to have been delivered to the Customer on:

- (1) the third (3rd) Business Day following the day on which it was accepted by the postal service, if being delivered in the Czech Republic;

- (2) the fifth (5th) Business Day following the day on which it was accepted by the postal service, if being delivered elsewhere in Europe; and

- (3) the tenth (10th) Business Day following the day on which it was accepted by the postal service, if being delivered to any other country.

17.4 Any written communication sent by the Bank to the Customer by a registered mail will be deemed to have been delivered to the Customer on the fifth (5<sup>th</sup>) Business Day following the day on which it was accepted by the postal service, unless the Customer evidences to the Bank that it was objectively impossible for it to get acquainted with the communication. If the Customer refuses delivery of any such notice or communication or if it is impossible to deliver the notice or communication to the Customer, it will be deemed to have been delivered upon the return of such notice or communication to the Bank.

17.5. The Bank may send any communication addressed to the Customer to the Customer via a postal data message (*poštovní datová zpráva*), provided that the Customer has activated this service at his data box (*datová schránka*). The Customer may send a message addressed to the Bank to the Bank by postal data message, provided that the Bank and the Customer have agreed accordingly.

17.6 Any communication sent by the Bank to the Customer by fax will be deemed to have been delivered to the Customer at the moment of a successful despatch to the Customer evidenced by an automatic fax confirmation.

17.7 Any communication sent by the Bank to the Customer by an e-mail will be deemed to have been delivered to the Customer at the moment of the e-mail message to the Customer. If the Customer evidences to the Bank that it was objectively impossible for it to get acquainted with the e-mail message at the time when the message was delivered to the Customer's e-mail inbox, the e-mail message will be deemed to have been delivered at the moment when it was objectively possible for the Customer to get acquainted with the message, however in any event at the latest within ten (10) days from the date of delivery of the e-mail message.

17.8 Any communication sent by the Bank to the Customer through an electronic banking application will be deemed to have been delivered to the Customer as of the moment when the Customer has logged into the electronic banking application first time after the notification has been uploaded by the Bank, however in any event at the latest within thirty (30) days from the date on which the notification has been uploaded in the electronic banking application used by the Customer.

17.9 Any communication sent by the Customer to the Bank is deemed to have been delivered at the moment of its receipt by the Bank if received within its Operating Time or reasonably within its standard opening hours as defined in the Cut off Times. If a written communication is delivered in a person or by a courier service, the Bank may, upon the Customer's request, confirm the date and/or time of delivery of such communication.

17.10 The mechanism of sending any communication between the Parties by means of SWIFT, electronic banking or



other technical application used by the Customer in relation to services provided to it by the Bank, are set out in the Account Agreement or in any other agreement related to such services or in the Specific Terms.

17.11 The Bank assumes no liability for any damage or other detriment or costs that may arise as a consequence of a delay, transfer issues or misunderstanding or other faults in relation to the use of a postal, telephonic, fax, e-mail, delivery or electronic banking channels or other means of remote communication and which have not been caused by the Bank.

## 18. Disputes

### 18.1 Governing law

18.1.1 The Account Agreement or any other agreement, and, unless otherwise agreed between the Parties, each such agreement between the Parties, and in which these GTC are incorporated by a reference, are governed by the laws of the Czech Republic.

18.1.2 Transactions between the Parties shall also be governed, to the extent applicable, by (i) the relevant international treaties which have been duly published and which are binding in the Czech Republic; and (ii) by business practices applicable to banking transactions, unless they are contrary to the provisions of the Czech law. In the event of any discrepancies between the terms of such international treaties or business practices with the terms of any agreement between the Parties, including the Account Agreement or any other agreement (as applicable), of which these GTC form a part, shall prevail.

### 18.2 Jurisdiction

18.2.1 The Parties will seek an amicable solution of any legal dispute(s) that may arise between them in relation to any relationships between them or any services provided by the Bank to the Customer.

18.2.2 Any dispute(s) arising out of or in connection with an Account Agreement or any other agreement between the Parties of which these GTC form a part, shall be resolved before the appropriate court (in Czech: *věcně příslušný soud*) competent for the place (in Czech: *místně příslušný*) of the registered office of the Bank's branch BNP Paribas S.A., pobočka Česká republika, Unless otherwise agreed between the Parties in writing. This agreement on the choice of jurisdiction shall apply both to Czech and foreign Customers.

18.2.3 Notwithstanding the above, the Bank is entitled upon its sole discretion to initiate proceedings against the Customer also before any other Czech or foreign competent court (in Czech: *věcně a místně příslušný soud*) of the Customer.

### 18.3 Language

The Account Agreement or any other agreement of which these GTC form a part, have been issued by the Bank in the Czech language and can also be published in English language or other languages. Each such agreement between the Parties shall be binding in the Czech language. All other language version of such agreements are for information purposes.

18.4 Disputes arising from the provision of Payment Services by the Bank as a payment services provider and the Customer as a payment services user may also be resolved by the financial arbitrator (in Czech: *finanční arbitr*) pursuant to the Act No. 229/2002 Coll., on Financial Arbitrator, as amended.

## B. FURTHER PROVISIONS RELATING TO ACCOUNTS

### 19. Registered Capital Account

19.1 Prior entering into any relationship between the Parties, the Bank is entitled to request the following documents and information from the Customer in relation to a Registered Capital Account of a legal entity – a business corporation (which has been incorporated but not yet registered): a memorandum of articles of association (in Czech: *společenská smlouva nebo stanov*) or foundation deed (in Czech: *zakladatelská listina*), as applicable, in each case in a form of a public deed (in Czech: *veřejná listina*) or a public deed on the session of the first general meeting (in Czech: *veřejná listina o osvědčení o průběhu ustavují schůze*) as well as the identification information and documents of the Customer (being the registered capital administrator (*správce vkladu*)), Customer's Legal Representatives and Customer Authorised Signatories to the extent applicable as specified in clause 3.1 (*Customer Identification*) above; Only a legal entity can be a registered capital administrator (and thus a Customer in respect of the Registered Capital Account).

19.2 The Bank may open a Registered Capital Account for the purpose of depositing a registered capital of a corporation or a cooperative, for whom depositing the contributions to a special Bank's account is required by law.

19.3 After the Bank receives an amount of funds representing the new registered capital or its amount of increase, it issues a confirmation on such deposit to the Registered Capital Account to the registered capital administrator. The Customer is obliged to provide the Bank without undue delay with the valid extract from the commercial register evidencing the registration of the registered capital of the respective business corporation or increase of the registered capital in the commercial register. After the registration of the business corporation in the commercial register, the Bank shall transfer the funds on the Registered Capital Account in accordance with the instruction of the Customer (registered capital administrator) to the newly established account of the relevant business corporation. If the funds are to be transferred to an account other than the one established on the basis of the Account Agreement, the Customer (registered capital administrator) shall prove to the Bank in a credible manner that such account belongs to the business corporation whose registered capital was deposited on the Registered Capital Account.

19.4 If the Customer (registered capital administrator) gives the Bank a Payment Order before the business corporation whose registered capital is deposited in the Registered Capital Account has been registered in the commercial register, it is obliged to prove to the Bank in a credible manner that the Payment Order is given to pay start-up costs of the business



corporation or to return the issue prices (*emisní kurzy*) to the business corporation founders.

## 20. Use of Third Party Providers services

20.1. Notwithstanding anything else to the contrary in these GTC, the Specific Terms and the Price List, the Customer may instruct a Third Party Provider to access information on the Customer's online accounts and/or give the Bank the Customer's instructions to make Payment Transactions from the Customer's online accounts and/or query the Bank as to availability of funds on the Payment Account linked to a card-based payment instrument.

The Customer must check that the Third Party Provider is duly authorised as a credit institution or payment institution to provide in the Country referred to in the Country Terms and Conditions payment initiation and/or account information and/or funds availability confirmation services before making use of the Third Party Provider's services. If the Customer wishes to give access to its identification and/or signature procedures to a third party other than an authorised Third Party Provider, the Bank will assume the Customer is authorising the Bank to allow access to, and/or to initiate Payment Transactions from, and/or to confirm the availability of funds on, her or his Payment Account and the Customer will be responsible for any Payment Transactions as well as for any disclosures of data made as a result of the actions of that Third Party Provider.

20.2. Any instructions from a Third Party Provider to initiate a payment transaction and/or to access account information and/or to confirm the availability of funds shall be deemed to be valid instructions from the Customer to the Bank for the purposes of these GTC and shall be treated in the same way under these GTC as an instruction given by the Customer.

20.3. The Bank reserves the right to refuse an instruction as referred to in 20.2. above received via a Third Party Provider for the reasons set out in these GTC or Specific Terms.

20.4. The Bank may deny a Third Party Provider access to the Customer's accounts and therefore refuse an instruction as referred to in 20.3. above where there are justified and evidenced reasons relating to unauthorised use or fraudulent activities by that Third Party Provider. Before doing so, the Bank will inform the Customer that it intends to deny access and gives its reasons for doing so, unless it is not reasonably practicable to do so, in which case the Bank will inform the Customer immediately afterwards. In either case, the Bank will inform the Customer in the manner in which it considers most appropriate in the circumstances and will not be obliged to inform the Customer, where doing so would compromise its reasonable security measures or otherwise be unlawful. In the event, the Bank denies access to a Third Party Provider it is required to notify the relevant authority, Czech National Bank, that it has done so.

20.5. The Customer agrees to indemnify the Bank in respect of, and the Bank is not liable to the Customer for, any and all losses suffered from the Customer's use of a third party other than an authorised Third Party Provider.

## C. PROVISIONS RELATING TO ELECTRONIC SIGNING

### 21. Agreement on Electronic Signing

21.1. The Parties wish to execute a number of agreements between each other, where a written form is agreed by the Parties, and/or any Party wishes to execute a number of documents on which it intends for the other Party to rely on and where for such document(s) a written form is agreed by the Parties, using Electronic Signatures (as defined below), and the Parties intend that such agreements and documents are legally binding and enforceable.

21.2. The Parties agree that any Electronic Signature (as defined below) used to execute such contract between them, or used by any Party to unilaterally execute such document (a certificate, disclaimer, declaration, waiver or other similar document) on which another Party relies:

- i) shall be effective in indicating the authenticity and integrity of the documents to which they are appended;
- ii) has been inserted in order to give, and with the intention of giving, authenticity to such documents; and
- iii) shall be treated by the Parties as having the same effect as a physical or "wet" signature.

21.3. If, for any reason (whether as a result of a change in applicable law, an order or judgment of a competent court or otherwise), any Electronic Signature of a Party or a Group Company of a Party (such Party being the "Affected Party") becomes invalid, or if the Bank believes that such Electronic Signature may become invalid, then:

- i) the Customer shall, at its own cost, promptly prepare a replacement agreement or other document as the case may be, for execution by the Customer, the Bank and/or a Group Company, as the case may be, on identical terms to the existing agreement / document;
- ii) and the Customer, the Parties and/or a Group Company, as the case may be, shall execute such replacement agreement/ document without undue delay.

21.4. The Customer expressly acknowledges and agrees that the electronic records containing electronic data created by BNP Paribas SA on WELCOME electronic platform and the files proving signature with Digital Certificate have binding probative value as between the Parties.

The Customer further acknowledges and agrees that the Digital Certificate pertaining to agreements concluded between him and BNP Paribas Group Banks on WELCOME electronic platform has binding probative value and can be invoked by the relevant BNP Paribas Group Bank(s) in order to prove the existence, validity and enforceability of such agreements.

Therefore, the Customer acknowledges and agrees that he will not challenge the existence, validity and/or enforceability of the agreements electronically signed via WELCOME and



with respect of which a Digital Certificate has been issued, and waives any rights he may have in this respect.

21.5. The Customer shall indemnify the Bank for any Loss it suffers as a result of:

- i) any challenge made to the validity or enforceability of the Electronic Signature by the Customer, or by any third party (directly or indirectly, and including Group Companies of the Customer); or
- ii) any action or inaction by the Bank in reliance on an Electronic Signature which, following a challenge made pursuant to point i) above, is determined by a competent court to be invalid or unenforceable.

The Customer shall indemnify and hold the Bank harmless from any Loss suffered by the Bank (whether as a consequence of breach of contract, tort (including negligence), statutory duty, equitable liability or otherwise) as a result of any action or inaction of the Bank in reliance on an Electronic Signature that the Bank honestly believed emanated from and was authorised by the Customer or a Affected Party.