



## FURTHER PROVISIONS RELATING TO PAYMENT SERVICES

### Specific Terms *on Cash Payments*

1. These Specific Terms are part of the Account Agreement concluded between the Customer and the Bank.
2. Cash Payments mean deposits and withdrawals of physical banknotes and coins to / from Customer's account.
3. Cash Payments generally are not available at the Bank's premises in any currency.
4. A specific arrangement of Cash Payments in the Czech Koruna and/or in EUR may be made available through
  - (a) a specific agreement between the Bank and the Czech National Bank (CNB) or a partner bank; and/or
  - (b) a specific agreement between the Customer and a third-party service provider on Cash Payments.
5. To facilitate Cash Payments, the Bank reserves right to conclude, amend and withdraw, upon its discretion, an agreement on specific cooperation with the CNB and/or partner bank and/or a third party service provider on Cash Payments.
6. The Customer confirms and commits that the Cash Payments represent collection and withdrawals of funds related to their usual business activity.
7. The Customer may commence, update or withdraw from the Cash Payments service in line with the agreement made between the Customer and the third-party service provider and announce such event by a written confirmation sent by the Customer to the Bank delivered one (1) month in advance to the Bank.
8. The Bank shall inform the Customer about changes, amendments and terminations related to provision of Cash Payments services without undue delay one (1) month in advance such events are due and effect the CNB and/or partner bank and/or a third party service provider on Cash Payments. The Bank reserves the right to inform the Customer on a shorter notice of such changes, amendments and terminations affecting the provision of Cash Payments service between the Parties may the Bank receive notification of such changes, amendments and terminations on a shorter notice from either the CNB and/or partner bank and/or a third party service provider on Cash Payments.
9. The terms and conditions of Cash Payments execution will be stipulated by:
  - (a) applicable laws of the Czech Republic, in particular by the Act No. 136/2011 Coll., on the Circulation of Banknotes and Coins, as amended, and the Decree of the Czech National Bank No. 274/2011 Coll., on the implementation of certain provisions of the Act on the Circulation of Banknotes and Coins;
  - (b) Customer's announcement to have concluded an agreement between the Customer and the third-party service provider on Cash Payments; and
  - (c) agreements made (i) between the Bank and the CNB and/or (ii) between the Bank and the partner bank and (iii) between the Bank and a third-party service provider facilitating the Cash Payments service.
10. The Bank will process the Cash Payments on best effort basis and in line with the stipulations and conditions of above mentioned specific agreements as amended as the case may be. In relation to these agreements, the Customer agrees and gives consent to the Bank to disclose necessary information on the Customer to the CNB and the partner bank.
11. The Customer may refuse to accept banknotes and coins if being deposited in excessive amounts of one denomination from a single payor and/or if suspected to be falsified, damaged or otherwise invalid for processing by the third-party service provider on Cash Payments and/or the CNB and/or the partner bank.
12. The banknotes and coins in CZK are deposited by the Customer separately, in line with the aforementioned public notice of the CNB, unless otherwise agreed between the Customer and the third-party service provider. The banknotes in EUR are deposited by the Customer separately in the safety envelope or container, unless otherwise agreed between the Customer and the third-party service provider on Cash Payments.
13. The Bank credits the Customer's Bank account for deposited Cash Payments on the same Business Day when the Bank receives:
  - (a) Confirmation on executed delivery of Cash Payments via the third-party service provider: banknotes and coins have been delivered in a duly labelled and intact transport; and
  - (b) a delivery of CZK for the processing by CNB, where
    - (i) the banknotes are sorted per value, face up and are tape banded
      1. per single nominal value up to 100 pieces; or
      2. different nominal values up to 100 pieces,
    - (ii) the coins are delivered bundled as per one hundred (100) pieces of each nominal value or as follows:

<i>Coin nominal value (CZK)</i>	<i>Number of pieces in one packing</i>
50	500
20	500
10	500
5	1,000
2	1,000
1	1,000



(iii) or a delivery of coins and banknotes for the processing where each are delivered separately, in a duly labelled and intact transport encasement acceptable for processing; and/or

- (c) a delivery of EUR via a partner bank, where EUR coins and bank notes are to be sorted per their nominal value and packed individually within the delivery as acceptable for processing by the partner bank; and

where the Cash Payments from the third-party service provider have been deposited

(i) in the CZK prior the applicable cut off times to the Bank's account at the CNB; and/or

(ii) in EUR prior the applicable cut off times to the Bank's account at the third-party bank; and

the specific instructions and reports are received by the Bank from the third-party provider detailing the Cash Payments are designated to the Customer; and at the same time, the total amounts of Cash Payments deposited match to the reports and instructions provided by the CNB, partner bank or the third-party provider.

14. The damaged or otherwise invalid banknotes are presented in a separated packing with a thereto adjoined request for their exchange; and
15. All Cash Payments are to be deposited or withdrawn in a single currency. The Bank does not exchange deposit of Cash Payments in one currency to a withdrawal of Cash Payments in another currency.
16. The Customer ensures that cheques, payment orders and other instructions must not be included in the deliveries of Cash Payments.
17. The Bank will only process amount of Cash Payments under usual reserve as deposited to the Banks account. The differences between amounts of Cash Payments delivered by the Customer and the amounts of Cash Payments credited to the Banks account will be to debit balance of the Customer.

The differences located by the CNB are declared following Business Day after their finding when exceeding value of CZK 1000 (in words: on thousand Czech crowns) or 2nd (second) Monday of the minimum reserve terms. In practise, this term may be even 14 (fourteen) days from the date of Customer's delivery of the Cash Payments.

The differences located by the partner bank are declared following business day after their finding, at the latest by fifth (5) business day from the EUR Cash Payments delivery.

The Customer may request investigations of Cash Payments processing within thirty (30) days from the Cash Payment delivery.

18. The Bank reserves the right to perform corrections on the Customer's account for erroneous entries of Cash Payments, due to, but not limited, discrepancies between reports and Cash Payments and amount of funds

deposited to the Banks account, including reduction in deposit for coins and bank notes qualified as suspicious to be falsified or exceedingly damaged; pending the processing discrepancy were caused by the CNB and/or partner bank and/or the third party service provider on Cash Payments, prevailing the Bank has duly informed the Customer of such corrections.

19. The Bank may refrain from crediting Customer for Cash Payments may the volumes of deposited Cash Payments evoke an impression that such Cash Payments correspond not to the usual business operations to the Customer. The Bank may without Customer's consent debit the Customer's account for Cash Payments previously processed in case CNB or the partner bank will notify the Bank the Cash Payments were not made in line with conditions in clause 9 above. The Bank will return the Customer's account to the position as it was prior the Cash Payments had been credited to Customer's account.
20. The Bank may debit the Customer's Bank account for ordered Cash Payments to be withdrawn from the Customer's account at the Bank when the Customer:
- (a) orders such Cash Payments in an agreed manner with the Bank, at least two (2) Business Days in advance prior expected delivery date to the Customer premises; and
- (b) the Bank will debit the Customer account one day prior the requested delivery date, announcing such delivery request to the CNB,

provided that the denominations and volumes of such Cash Payments comply with the rules of the CNB, the partner Parties has Sufficient Available balance for such Cash Payment delivery.

21. The Bank may charge fees to the Customer as agreed individually, as defined within the Price List; and other direct costs associated with the provision of service as incurred by the Bank.
22. 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 Cash Payments are processed by the CNB and/or partner bank and/or a third party service provider on Cash Payments, unless stipulated otherwise by applicable laws.

The liability of the Bank 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.