

## Corporate Account Agreement

Concluded in accordance with Act No. 89/2012 Coll., the Civil Code, as amended, and Act No. 87/1995 Sb., on savings and loan associations, as amended.

between

**Citfin, spořitelní družstvo,**

Company Registration number 257 83 301, with its registered office at Bucharova 1423/6b, 158 00 Prague 13, incorporated in the Commercial Register in the Prague Municipal Court Section Dr, File 4607 (hereinafter referred to as "Citfin")

and

☒ Natural person – entrepreneur

Name and surname:

Address:

Personal Identification No:

☒ Legal entity

Name:

Address:

Company Identification number:

incorporated in the Commercial Register by ....., Section....., File...,  
(hereinafter referred to as the "Client")

### I. Subject of the Agreement

1.1.

Citfin agrees to establish and maintain the Client payment account with the parameters specified in this agreement.

1.2

**Citfin herewith allocates account number: XXXXXXXX / 2060 to the Client (account number in IBAN .....).**

**Citfin herewith allocates Client number.....to the Client**

**BIC/SWIFT: CITFCZPPXXX**

(hereinafter referred to as "account")

1.3.

Citfin undertakes to receive payments and deposits onto the Client's account and realize salaries and payments from it, and all in accordance with and to the extent that is in compliance with this agreement and with Citfin's general business conditions (hereinafter referred to as „GBT“).

1.4.

The Client, in accordance with this Agreement, GBT and BC undertakes in particular to:

- keep on the account a minimum amount of available monetary means (minimum balance) in the amount of 0 CZK,
- make payments for the financial and other services provided in accordance with Citfin's rate schedule and in compliance with the arrangements of this Agreement,
- fulfill all other obligations stipulated in this agreement and in the GBT and BC.

1.5.

It is stated in this Agreement whether or not this account is interest-bearing. In the case that it is interest bearing the Parties to this Agreement shall negotiate if the relevant interest rate shall be the standard declared rate or individual. The standard declared rate means the general valid interest rate set by and declared by Citfin in connection to this type of account and amount of balance. The current rate is specified on Citfin's website and on the DB Channel (in accordance with its definition in the GBT). An individual interest rate means a special interest rate negotiated exclusively for the contractual relationship between Citfin and the Client. The interest shall be regularly credited to the account at the end of each calendar month.

1.6.

The Client declares, on the day of concluding this Agreement, that s/he has been familiarised with Citfin's GBT and BC valid to this day and are under obligation to fully and unconditionally comply with all obligations mentioned there. The Client agrees with the fact that the GBT/BC can be changed by way of a more detailed description in the GBT/BC. The Client is bound to fully respect each new wording in the GBT/BC from the day of its validity.

1.7.

The Client is aware that Citfin is authorised to charge fees for the services provided in accordance with this Agreement and the GBT/BC, and that the fees shall be charged in accordance with the currently valid rate schedule at the time of the providing of these services, and the Client is aware that they are obligated to properly pay these fees. The Client declares that they have been familiarised with the rate schedule valid on the day of signing this Agreement and that they agree with the fact that the rate schedule can be changed by way of a more detailed description in the GBT.

1.8.

The Client acknowledges and agrees that, in accordance with the GBT, Citfin is authorised to debit the account without the consent of the Client for the purpose of payment of fees for services according to the Rate schedule and/or under the agreement.

## **II. Handling of the account and the monetary means on the account**

2.1.

The Client hereby grants the persons stated in this Agreement (hereinafter referred to as the "Managing Clerks" the authorisation to handle the financial means on the account of the Client in the way and to the extent stated in this Agreement. The identification of the person in accordance with Act No. 253/2008 Coll., concerning certain steps against the legalisation of proceeds from criminal deeds is the subject of the independent document "Identification of persons"

2.2.

The Parties are aware that only the Client, the Managing Clerks or as the case may be other persons authorised by the Client on the basis of a power of attorney with an officially verified signature can handle the pecuniary means on the Client's account.

2.3.

When entering any type of instruction/order at the disposal of the monetary means on the account, the Client and/or the Managing Clerks are obligated after logging in to the DB Channel/Internet banking system to properly identify themselves and authorise the order, by means of entering a code, which will be generated for the Client upon his instruction and sent on the appropriate technical authentication/authorisation device (a mobile telephone, a token). The Client understands that in the case of any doubt about the identity of the Client and/or respectively the Managing Clerks, insufficient identification and authorisation, Citfin is not obligated to execute the instruction order.

2.4.

In the normal course of operations on the Client's account (transfer of funds) Citfin will execute Client orders only up to the amount of available funds on the account, i.e. up to the available balance, as this term is defined in the GBT. Available means are those which are not tied to other persons, for example for the purposes of settling a negotiated currency exchange.

2.5.

The Client is aware of and agrees with the fact, that if there is not a sufficient amount of monetary means registered on the account for executing an order or, respectively, orders Citfin is authorised to refuse the order or to carry out the orders for whose covering the monetary means on the account is sufficient, and may do so according to their own discretion, without regard to the order in which the orders were delivered to Citfin, of course unless the Client has stipulated in advance the order of payment of the payment orders.

2.6.

Cifin has the right to charge to the debt of the Client's account fees for executed orders in accordance with the schedule of rates, as well as without the clients order.

2.7.

In cases of transfers to the Client's account in different currencies, Citfin shall credit the Client's account in that currency, in the amount recounted in the relevant currency at the exchange rate declared in Citfin's exchange list

2.8.

The Client is under obligation to handle the monetary means in the account and to issue payment orders only to the minimum amount of available monetary means on the account (minimum balance - see para. 1.4 above). In the case of an overdraft, exceeding the minimum balance or the authorised debit balance, Citfin is entitled to charge interest on the arising debit balance at the penalty rate in accordance with the valid rate schedule

2.9.

In internal payment relations within the scope of Citfin and for operations to the debt of the Client's account, every payment identification must be the number of the Client's account at Citfin

2.10.

Citfin is obligated to inform the Client about received payments and deposits to the profit of the Client's account and about executed transfers to the detriment of the account, as well as about the amount of the balance in the form of a bank account statement. The form and frequency of the bank account statements is stated in this Agreement.

2.11.

Citfin provides the Client with DB Channel/Internet banking, by means of this Agreement. The Client confirms by signing this Agreement that s/he has been handed instructions for the utilisation of this service.

### **III. Final Provisions**

3.1.

The Client is obligated to truthfully provide all obligatory data about himself/herself and about the Managing Clerks.

3.2.

The Client is obligated to inform Citfin without delay about changes relevant to their legal status as well as all identification data for their person as well as that of their Managing Clerks (name or name of their company, address, temporary address, headquarters, statutory authority). The Client is obligated to

properly give evidence of these changes. Citfin is authorised to demand copies of the documents necessary for opening, managing, and closing an account. The particulars are provided for in the GBT or BC.

3.3.

Citfin processes personal data of the Client in accordance with legal regulations. Citfin collects and processes only those categories of personal data of the Client that it needs in order to perform the performance under this contract and fulfill its obligations under the applicable legal regulations. Detailed information on the processing of personal data and related rights of the Client has been received by the Client prior to the signature of this Agreement, this information is also available on the Citfin website [www.citfin.cz](http://www.citfin.cz). If Citfin is required to obtain prior consent for a particular handling or processing of the Client's personal data, Citfin will request the Client to grant it in accordance with applicable law. The Client acknowledges that Citfin is entitled to, and at the same time, is obliged to disclose his or her personal data to third parties in the course of performing statutory obligations (in particular, but not exclusively, relating to measures against the legalization of proceeds from crime).

3.4.

This Agreement is concluded in accordance with the Czech system of law for an indefinite period of time and comes into force and effect on the day of signing by both Parties. This contract may be terminated in accordance with the terms of termination under Article 13 of the GBT.

3.5.

The parties have agreed that this agreement does not permit changes other than in the form of a mutually approved amendment. Reconciliation and conclusion of the amendment may be made only by a person duly authorised to represent the Client. The amendment is conducted in (i) writing bearing the original signatures of both parties or (ii) by the DB Channel. This provision shall not apply to the GBT, BC and the Rate Schedule.

3.6.

This Agreement is executed in two copies, from which each side obtains one. The Parties declare, after reading, that they agree with the contents, and that the Agreement was drawn up on the basis of truthful data, their true and free will and that it was not concluded under duress or under flagrantly disadvantageous conditions.

3.7.

The Client declares that s/he was informed by Citfin in advance before concluding this Agreement about all important aspects associated with the providing of payment services, especially that they were provided with the GBT/BC including information about the individual products of Citfin. The Client declares that before concluding this Agreement that they were familiarised with the general business conditions and the business conditions for individual products, that they have been informed in detail about the methods of doing business with Citfin and the providing of services in accordance with this Agreement and the general business conditions and the business conditions of individual products.

3.8.

The Client declares that s/he has been acquainted with the information overview of the Deposit Insurance Scheme for Clients, which comprises Appendix No. 1 to this Agreement.

## Contact and tax data of the Client

### Communication channels:

Phone:

Email:

Mailing address:

Country of tax domicile outside of CZ specify here:

Tax Identification no.:

### Account parameters

Type of account: ☐ ☐ Legal entity ☐ Entrepreneur

Online Trading:

#### Account statements:

☐ Bank Service

☐ Electronic

☐ Mail to the Client's mailing address

The frequency of producing the account statements is monthly. Account statements are automatically stored in the Bank Service Internet banking

Interest bearing: YES ☐ NO ☐

Type of interest rate: ☐ declared rate ☐ individual

### Designating the Managing Clerks' rights

The Client gives rights to the Managing Clerk:

The Client.....account number XXXXXXXX/2060 grants the below mentioned Managing Clerks the authorisation to handle the monetary means on the account to the extent stated herein.

#### Managing Clerk

|                                                                                     |  |
|-------------------------------------------------------------------------------------|--|
| ID of person                                                                        |  |
| First and last name                                                                 |  |
| Legal residence                                                                     |  |
| Date of birth                                                                       |  |
| Managing Clerk's rights to the account                                              |  |
| Managing Clerk's rights to conducting currency business with the Dealing Department |  |
| Type of authentication/authorisation device                                         |  |
| Registration number of a mobile telephone/a Token device                            |  |

#### Managing Clerk

|                                                                                     |  |
|-------------------------------------------------------------------------------------|--|
| ID of person                                                                        |  |
| First and last name                                                                 |  |
| Legal residence                                                                     |  |
| Date of birth                                                                       |  |
| Managing Clerk's rights to the account                                              |  |
| Managing Clerk's rights to conducting currency business with the Dealing Department |  |
| Type of authentication/authroisation device                                         |  |
| Registration number of a mobile telephone/ a Token device                           |  |

The Client shall gain the agreement of the affected person to install as a Managing Clerk.

The Client agrees with the fact that Citfin is authorised to always execute orders of handling the monetary means on the account signed by the Managing Clerks in accordance with the above stated way of handling agreed to between the Client and Citfin.

In Prague, on .....

In....., on.....

.....  
Citfin, spořitelní družstvo

.....

## Appendix No. 1

### INFORMATION CONCERNING THE DEPOSIT INSURANCE CLAIMS SYSTEM ON BEHALF OF THE CLIENT

| Basic information regarding deposit protection                                      |                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A deposit with Citfin Savings Association is insured with:                          | The Financial Market Guarantee System (the Deposit Insurance Fund) <sup>1</sup>                                                                                                                                                                                                                                                                   |
| Insurance limit:                                                                    | Compensation is provided in Czech crowns corresponding to EUR 100,000 per client that is deposited with the Citfin Savings Association. <sup>2</sup><br>The Citfin Savings Association operates under the following trade names or trademarks: <ul style="list-style-type: none"> <li>• Citfin</li> <li>• Praguefin</li> </ul>                    |
| If you have several deposits with the Citfin Savings Association:                   | The limit in Czech crowns corresponding to EUR 100,000 will apply in relation to the total amount of all your deposits held at the Citfin Savings Association.                                                                                                                                                                                    |
| If you have a joint account with another person or persons:                         | The limit in Czech crowns corresponding to EUR 100,000 will apply in relation to each client individually <sup>3</sup>                                                                                                                                                                                                                            |
| The deadline for the payment in the case of the failure of a credit institution is: | 7 business days <sup>4</sup>                                                                                                                                                                                                                                                                                                                      |
| The currency in which the deposit will be paid:                                     | Czech Crowns (CZK)                                                                                                                                                                                                                                                                                                                                |
| Contact for the Financial Market Guarantee System:                                  | The Financial Market Guarantee System (the Deposit Insurance Fund):<br>Address: Týn 6396/1, 110 00 Prague 1,<br>Phone: +420 234 767 676,<br>E-mail: <a href="mailto:info@gsft.cz">info@gsft.cz</a>                                                                                                                                                |
| More information is available at:                                                   | For specific queries about Citfin Savings Association:<br>Email: <a href="mailto:info@citfin.cz">info@citfin.cz</a><br>Phone: +420 234 092 333<br><a href="http://www.citfin.cz">www.citfin.cz</a><br><br>or The Financial Market Guarantee System (general insurance query):<br><a href="http://www.garancnisystem.cz">www.garancnisystem.cz</a> |

#### Other important information:

The Financial Market Guarantee System, using the Deposit Insurance Fund, generally protects all non-entrepreneurs and entrepreneurs within the established limit. Exceptions to certain deposits are listed on the Financial Market Guarantee System's website. Upon your request the Citfin Savings Association will also inform you whether or not certain products are insured. If the deposit is subject to protection that is provided by the Deposit Insurance Scheme, the Citfin Savings Association will also confirm this fact either on an account statement or in a similar document.

<sup>1</sup> *The system that is responsible for protecting your deposit*

Your deposit is insured in accordance with the statutory Deposit Insurance System. In the case of insolvency, your deposit will be paid by the Deposit Insurance System up to the amount of EUR 100,000.

The equivalent of the limit is calculated in Czech crowns in accordance with the exchange rate that is announced by the Czech National Bank for the day on which the Czech National Bank has issued a statement regarding the incapacity of Citfin Savings Association to meet its obligations to its beneficiaries in accordance with the statutory and the contractual conditions or when the Court or a foreign court has issued a decision suspending the right of depositors to handle deposits through Citfin Savings Association, which is covered by insurance (the record date).

<sup>2</sup> *The total insurance limit*

If the deposit is not available because the credit institution is unable to meet its financial obligations, the Financial Market Guarantee System (comprising the Deposit Guarantee Fund) will pay compensation to clients for deposits up to amount of the set limit. This payment in Czech crowns can be up to the amount of EUR 100,000 and it is always counted in regard to the entire bank or to the credit union. For the purpose of determining the amount to be paid from the insurance, all the deposits of a depositor with the same credit institution, including the interest calculated on the due date, are added together. For example, if the client has an amount in Czech crowns corresponding to CZK 90,000 in his/her savings account and an amount in Czech crowns equivalent to EUR 20,000 in a current account, only the amount in Czech crowns corresponding to EUR 100,000 will be paid. This applies even if the credit institution operates under different trade names or trademarks.

In some cases defined by the Banking Act, deposits are also protected above the amount of EUR 100,000 and up to a maximum amount of EUR 200,000. E.g. if it represents a deposit of funds that have been acquired by the sale of real estate that is used for housing if the record date occurred within 3 months from the date of the crediting of the amount to the account and in the other cases mentioned in the Banking Act.

<sup>3</sup> *The Insurance Limits for joint accounts*

In the case of joint accounts (i.e. accounts that have multiple co-owners pursuant to Section 41e (1) of the Banking Act), each client's share is counted separately in regard to his/her limit of EUR 100,000. Persons who have a right of disposal are not co-owners of the account and therefore they cannot be beneficiaries of the insurance coverage.

<sup>4</sup> *Payout*

The Deposit Insurance System that is responsible for the payment of compensation to clients is the Financial Market Guarantee System that uses the Deposit Insurance Fund (Týn 6396/1, 110 00 Prague 1, Tel. +420 234 767 676, [info@gsft.cz](mailto:info@gsft.cz), [www.garancnisystem.cz](http://www.garancnisystem.cz)). The payment of compensation for your deposits in CZK corresponding to up to EUR 100,000 will be initiated within 7 business days from the recorded date. In some cases (such as funds that are recorded on a payment institution's account, etc.), the payout delay period may be longer (e.g. 15 business days). If you do not receive your payment within that period, as the limitation period for the claim may expire after a certain period of time you should contact the Financial Market Guarantee System (the Deposit Guarantee Fund). Pursuant to Section 41h (3) of the Banking Act, the objective limitation period for payouts for credit institutions based in the Czech Republic is 3 years. Additional information is available at [www.garancnisystem.cz](http://www.garancnisystem.cz).