Full Text of

THE ARTICLES OF ASSOCIATION

of Citfin, spořitelní družstvo
(Savings Association)

with its Registered Office in Prague
in the wording in force as of the 8th January 2026

I.

The Business Name and the Registered Office of the Savings Association

1. The business name of the Savings Association is: Citfin, spořitelní družstvo (hereinafter referred to as the "**Savings Association**").
2. The Registered Office of the Savings Association is located in Prague.
3. The Savings Association can conduct its business within the scope of its authorisation in the territories of the other Member States of the European Union or of the States that constitute the European Economic Area and for this purpose it is also authorised to set up branches in the territories of those States.

II.

Scope of Business

The status and the activities of the Savings Association, the insurance of the deposits of the members of the Savings Association and the overall supervision of the activities of the Savings Association are governed both by these Articles of Association and by the other applicable legal regulations. These refer specifically to the Act on Savings and Credit Associations (Act No. 87/1995 Coll., as amended, hereinafter referred to as the "**Act**") and to the Act on Business Corporations (Act No. 90/2012 Coll., as amended, hereinafter referred to as the "**Act on Business Corporations**").

1. The Savings Association is authorised to carry out the following activities that are within the scope of its business and also within the scope of its authorisation as a credit union:
   a) receiving deposits from members,
   b) providing loans for members,
   c) organising financial leasing for members,
   d) making payments and settlements and the issuance and the management of payment facilities on behalf of members,
   e) providing guarantees in the forms of a guarantee or of a bank guarantee for members,

f) opening letters of credit for members,

g) the provision of direct debits for members,

h) the sale and the purchase of foreign currency on behalf of members,

i) renting security boxes to members,

j) carrying out other activities in accordance with the legal regulations.

The implementation of the activities pursuant to this paragraph for persons designated by legal regulations is not conditional upon their membership.

2. Exclusively, for the purpose of providing the activities referred to in the preceding paragraph, the Savings Association is entitled to:

   a) make deposits in credit unions and banks and in branches of foreign banks,

   b) accept loans from credit unions and banks,

   c) acquire and to dispose of assets,

   d) trade on its own account with foreign currencies and exchange rate and interest rate instruments to secure the risks arising from the activities referred to in Paragraph 1,

   e) trade on its own account with registered securities, unless otherwise stipulated by the Act,

   f) carry out other activities in accordance with the law.

3. The conditions for the provision of these activities and services are approved by the Board of Directors and are set forth in the internal regulations of the Savings Association, specifically in those governing the parameters of the products offered, or in the Saving Association's business terms and conditions, if these have been issued by the Saving's Association.

III.

Membership in the Savings Association

1. Members of the Savings Association can be both natural persons and legal entities (hereinafter referred to as the "**person/entity**").

2. Membership in the Savings Association **commences**:

   a) on the day of its creation during the establishing the Savings Association,

   b) for the duration of the Savings Association, until the date on which the last of the following conditions have been met:

      - the applicant for membership has already filed a written application for membership of the Savings Association for the attention of the Board of Directors of the Savings Association;

      - the applicant for membership has already paid the basic membership fee;

- the Board of Directors has decided to accept the applicant for membership as a member of the Savings Association,

or later, on the date stated in the decision of the Board of Directors concerning the acceptance of the applicant for membership of the Savings Association, as a member of the Savings Association) by the transfer of a share in the Savings Association.

c) by the transfer or passing on of a share in the Savings Association,

3. The share in the Savings Association **is passed on** to the legal successor of the member who may either have died or otherwise ceased to exist. Unless the legal successor is a person who is eligible for membership in the Savings Association, the membership of the legal successor shall not arise simply through the transfer of a share in the Savings Association.
4. **The division** of the share in the Savings Association of a member who died or otherwise ceased to exist is not permissible if it has already been transferred to a legal successor.
5. The member shall be entitled to **transfer** his/her/its share in the Savings Association to another person/entity. If only a share in the Savings Association from the member's additional deposit is transferred, this share in the Savings Association can be transferred only to a member of the Savings Association.
6. The agreement concerning the transference of a share in the Savings Association to the acquirer is subject to the approval of the Board of Directors. S/he shall acquire the share in the Savings Association transferred by a decision of the Board of Directors concerning the approval of the agreement regarding the transfer of the Savings Association's share. The Board of Directors is authorised to reject an agreement in regard to the transfer of the share in the Savings Association, particularly if the transferor has an unsettled debt due to another member of the Savings Association.
7. In the event of a transfer or passing on of a share in the Savings Association to a member of the Savings Association, the basic membership deposit associated with such share shall become an additional membership deposit.
8. Should the transfer of a share in the Savings Association mean that by transferring the share in the Savings Association the acquiring member obtains a qualifying holding in the Savings Association within the meaning of Section 2b of the Act or increases his/her/its qualifying holding in order to meet the limits that are set forth in Section 2b (3) of the Act, the transfer of the share in the Savings Association will be subject to the prior approval of the Savings Association's Member's Meeting.
9. Membership in the Savings Association **will expire** based on:

   a) a written agreement between the relevant member and the Savings Association,

   b) the resignation of the Savings Association member,

   c) the relevant member of the Savings Association being expelled,

   d) the passing-on of a share in the Savings Association,

e) the transference of a share in the Savings Association,

f) the death of a member – a natural person,

g) the dissolution of a legal entity that constitutes a member of the Savings Association,

h) the moment when the effects of declaring the bankruptcy on a member's assets take effect,

i) the moment when the effects of the approval of the repayment through the realisation of the estate assets or the fulfilment of a repayment plan with the realisation of the member's estate assets commence, provided that in the decision on the approval of the repayment the Insolvency Court ordered the member to surrender the share that serves as his/her home to the insolvency administrator for realisation, or based on the moment when the secured creditor has requested the realisation of the share in the Savings Association,

j) delivering a notification concerning the unsuccessfully repeated auction during the course of the enforcement of the execution proceedings,

k) the dissolution of the Savings Association without any legal successor,

l) other varied cases that are provided for by law.

10. Subject to the following conditions membership in the Savings Association shall be terminated by means of a written **agreement**:

    a) the agreement must include the date on which the membership in the Savings Association will terminate and it must be signed by a member of the Savings Association or his/her/its authorised representative and also by the Board of Directors of the Savings Association or its authorised representative,

    b) membership in the Savings Association ends on the date that is specified in the agreement.

11. Membership in the Savings Association expires via **the resignation** of the member, upon the expiration of the notice period of 2 (two) calendar months from the date of the delivery of a written notification from the member concerning his/her resignation to the Board of Directors of the Savings Association or its authorised representative. The notice period defined in the preceding sentence begins on the first day of the month following the day on which the written notice from the member concerning his/her/its resignation was delivered to the person/entity pursuant to the previous sentence.

12. A member of the Savings Association may, in the event that:

    a) the bankruptcy of his/her assets has been annulled for reasons other than to comply with determination of priority of claims or because his/her assets was completely insufficient, or

    b) the execution of the Decision has been terminated or the effects of the execution order to seize the share in the Savings Association have ceased to have effect, unless the obligation to be enforced has been satisfied at least in part from the funds obtained by seizing the share,

    notify the Savings Association in writing that he/she is interested in renewing his/her membership in the Savings Association within four (4) months of the legal effect of such Decision. In such case, membership in the Savings Association shall be renewed on the date of delivery to the Savings Association of the

member's expression of his/her intent to renew his/her membership. If a settlement share has been paid, the member shall reimburse the Savings Association together with his/her expression of intent to renew his/her membership, otherwise his/her membership shall not be renewed.

13. Membership in the Savings Association expires **by the expulsion** of the relevant Member subject to the following conditions:

    a) the member of the Savings Association has fulfilled at least one of the following facts by his/her/its conduct:

    - the member of the Savings Association has seriously or repeatedly breached his/her membership obligations,
    - the total outstanding liability of the member of the Savings Association is greater than his/her/its membership fee and also the amount of his/her/its available deposits as registered by the Savings Association,
    - by his/her conduct the member of the Savings Association has damaged the reputation of the Savings Association and/or of its members,
    - a member of the Savings Association has been legally convicted of an offence against the Savings Association and/or against another member of the Savings Association,
    - the member of the Savings Association had not been using any of the products of the Savings Association for a period of longer than 2 (two) years nor had he used any financial or other services that were provided by the Savings Association,
    - the member of the Savings Association has breached his/her obligation to cooperate with the Savings Association pursuant to Article IV (2e) of these Articles of Association.

    b) a written warning was delivered to the member, whereby its delivery and the provision of the correction period were preceded by the Board of Directors' decision to expel this member from the Savings Association. This provision will not be applicable if the breach of membership obligations or other important reasons listed in the Articles of Association have consequences that cannot be eliminated,

    c) the Board of Directors of the Savings Association decided in regard to expelling the member,

    d) the member was served with a written decision regarding his/her/its expulsion.

14. The Board of Directors decides to issue a warning to a member of the Savings Association

15. The warning must include:

    a) the reason for the reprimand,

    b) notifying the member of the possibility of his/her/its potential expulsion,

    c) a call upon the member to stop breaching the membership obligations and to remedy the consequences of any breaches of the membership obligations; to this end a reasonable period must be provided for the member of not less than 30 (thirty) days.

16. The Board of Directors decides on the expulsion of a member. The expulsion of a member cannot be decided any later than 6 (six) months from the date on which the Savings Association became aware of the reason for the expulsion, but no later than 1 (one) year from the date when the cause of the expulsion occurred.

17. The decision regarding the expulsion must be implemented in a written form and include the instructions for the Member so that he/she/it may lodge a reasonable objection to the Member Meeting's decision within 30 (thirty) days from the date of the delivery of the expulsion notice, otherwise this right expires.

18. The decision of the Board of Directors to expel the member and the decision of the Member Meeting's to reject the objection and the confirmation of the expulsion decision shall be delivered to the expelled member by a registered letter in his/her own hands to the member's address that is recorded on the list of members.

19. Membership in the Savings Association will expire upon the vain expiration of the deadline for filing the objection with the Member Meeting or on the day on which the decision to expel the member against which the latter filed the objection, has been confirmed by the Member Meeting of the Savings Association and the deadline for filing a petition in the court has expired in vain.

20. The Board of Directors of the Savings Association maintains a **list of the members of the Savings Association** (hereinafter referred to as the "**List**"). The following data are recorded in the list:
    a) the name, the place of residence, or the delivery address of a natural person or the business name, the business identification number and the registered office of the legal entity as a member,
    b) the date and the manner of the origination of the membership,
    c) the date and the method of the termination of the membership – the date of its deletion from the List,
    d) the date of the payment of the basic membership, the amount of the basic membership and of the member's additional deposits and the amounts in which they were paid,
    e) the actual amount of the payment for the obligatory loss coverage,
    f) the e-mail address of the relevant member of the Savings Association.

21. Every member shall be entitled to inspect the List in the section that concerns him/her and to request in writing for a fee, a copy or extract of the data from the List concerning him/her. The Board of Directors shall, subject to the conditions laid down by law, allow any person to inspect the relevant part of the List if he/she documents a legal interest in such inspection or provides written consent of the member concerned, with a certified signature.

22. Every member is obliged to communicate the data that is entered in the List to the Savings Association. At his/her own discretion the member shall also provide the Savings Association with the data that facilitate the Savings Association's communication with the member, in particular the address at which s/he temporarily stays or that s/he uses for mailing, his/her telephone number or an e-mail address. By providing these details and also the data entered by law on the Members' List, the member provides the Savings Association with his/her consent to their processing and usage by the Savings Association in order to clearly identify the specific member and to improve the communication between the member and the Savings Association.

IV.

Members' Rights and Obligations

1. Members specifically have the following **rights**:
   a) the right to the issuance of a Membership Certificate for the fee determined by the Board of Directors,
   b) to attend and to vote at Members' Meetings,
   c) to be elected to the bodies of the Savings Association, subject to meeting the following conditions,
   d) to the provision and the use of services in accordance with the subject of business of the Savings Association, provided that the conditions set by the Savings Association are met,
   e) to the receiving of information concerning the management of the Savings Association and to determine the decisions of the bodies of the Savings Association to the extent stipulated in accordance with the approved internal regulation,
   f) to deposit members' additional contributions to the registered capital of the Savings Association under the conditions laid down in these Articles of Association and other legal regulations,
   g) to the settlement share in the event of the expiration of the membership or to the settlement in the event of the reduction of additional member's deposit.
2. Members have the following **obligations** in particular:
   a) to pay their debts properly and in due time to the Savings Association,
   b) to observe the agreed terms and conditions under which services have been provided to a member of the Savings Association,
   c) to protect the reputation of the Savings Association,
   d) to fulfill the due and timely payment of the 'member's liability to cover the losses of the Savings Association,
   e) to provide the Savings Association with proper and timely cooperation in carrying out inspections pursuant to Act No. 253/2008 Coll., on Selected Measures against Legitimisation of Proceeds of Crime and Financing of Terrorism.
   f) at the request of the Savings Association to present the documents that it required,
   g) to provide (and to regularly update) the data recorded in the list of the Members of the Savings Association, in particular to communicate to the Savings Association an e-mail address for the delivery of these Articles of Association,
   h) to comply with the Articles of Association of the Savings Association,
   i) to use at least once in 2 (two) years any product or service that is provided by the Savings Association to its members.
3. In addition to the rights and obligations of a member that are expressly referred to in Paragraphs 1 and 2,

members may have other rights and obligations arising for them from the contents of these Articles of Association and from other legal regulations.

V.

The Rights and Obligations of the Savings Association

1. The Savings Association has the following **rights** in relation to its members in particular:
   a) to demand the fulfilment of the obligations pursuant to these Articles of Association in accordance with the legal regulations and the contractual relationships concluded between the Savings Association and the active member,
   b) to write off its outstanding receivables from the debtor in the specified order against the interest on deposits, the deposits and the settlement interest,
   c) to refuse to pay interest, deposits or settlement interest to a debtor who is in arrears with his/her repayments or who has not settled his/her debts to the Savings Association.
2. The Savings Association has the following obligations in particular in relation to its members:
   a) to correctly and properly fulfil the obligations arising from the contractual relationships that have been entered into between the Savings Association and the member
   b) at the request of a member, to provide information concerning the management of the Savings Association or on the decision of the bodies of the Savings Association within the scope of the approved internal regulation,
   c) to familiarise the members with all the matters related to membership, in particular the Articles of Association, the business terms and conditions, the rights and the obligations that arise from membership and the terms and the conditions of the deposit insurance, the loan terms and the other activities of the Savings Association which it exercises based on the authorisation granted to act as a credit union.
3. In addition to the rights and obligations of the Savings Association that are expressly referred to in Paragraphs 1 and 2, the Savings Association may have other rights and obligations arising for it from the contents of these Articles of Association and from other legal regulations.

VI.

Member's Deposits, Registration Fees and Settlement Shares

1. A member's deposit can only be monetary.
2. **The basic member's deposit** amounts to CZK 1,000.
3. The basic member's deposit is payable at once on the date of the filing of an application for a membership

in the Savings Association by means of a bank transfer to the Savings Association's account.

4. The Member Meeting may decide to increase the basic membership deposit by requesting additional payments from members, up to a maximum of three times the current amount. A decision to increase the basic membership deposit shall require the consent of three-quarters of all members of the Savings Association.

5. A member may deposit **an additional member's deposit** to the registered capital of the Savings Association if the Member Meeting expresses its consent to the addition of another member's deposit and approves the agreement regarding an additional member's deposit. In these cases, as stipulated by the legal regulations, the depositing of an additional member's deposit is subject to the approval of the Czech National Bank.

6. The amount of the additional member's deposit, when it is added to the registered capital of the Savings Association, must always be an integer multiple of the basic member's deposit. Subject to the conditions set forth by law, the member may also acquire more additional member's deposits.

7. The member is not obliged to commit to the addition of another member's deposit to the registered capital of the Savings Association.

8. The member is entitled to reduce the additional member's deposit pursuant to the conditions set forth by law. In the event of a reduction of the additional member's deposit the settlement of assets will be determined by the legislation.

9. For the purpose of calculating a settlement share, an assets settlement in the event of a reduction of the additional membership deposit, a profit share and a share of the liquidation balance, only the paid-up part of the membership deposit shall be considered as the membership deposit.

10. Upon the termination of the membership for the duration of the Savings Association, the existing member or his/her heir shall be entitled to a **settlement share** in an amount that is determined in accordance with the Act. The settlement share is payable within 3 (three) months from the date of the approval of the financial statements for the accounting period during which membership ceased to exist. The Savings Association will defer the payment of the settlement share or a part thereof if the payment would be likely to jeopardise any compliance with the requirements of the directly applicable EU prudential regulation, taking into account in particular the facts pursuant to Article 10, Paragraph 3 of the Commission Regulation (EU) 241/2014, for as long as the reasons for which the payment was deferred no longer exists.

11. A settlement share up to the amount of CZK 1,000 is paid at the headquarters of the Savings Association in cash. A settlement share that is in excess of CZK 1,000 (inclusive) is paid by wire transfer to the bank account of a person whose membership has ceased to exist, or to another authorised person (hereinafter referred to as the "**authorised person**"). The authorised person is obliged to notify the Savings Association in writing of the number of the bank account to which the settlement share is to be paid and to prove in accordance with which legal title the payment of the settlement share is required. Irrespective of the amount of the settlement share, the Member of the Savings Association or the other authorised person may request the payment of a settlement share in writing based on his or her choice either in cash or to an agreed bank account; the Board of Directors will decide about such a request.

12. No registration fees are collected.

VII.

The Savings Association's Bodies

1. The Savings Association's Bodies comprise:
   a) Member Meetings,
   b) A Board of Directors,
   c) A Credit Committee,
   d) An Audit Committee.
2. Each body of the Savings Association shall act in accordance with the Rules of Procedure that have been approved by the Member Meeting.

VIII.

The Member Meeting

1. The Member Meeting represents the supreme body of the Savings Association.
2. The Member Meeting is convened at least once per annum. It will be convened by the 30th (thirtieth) of June of the year following the one for which the annual report has been drawn-up or, if requested to do so in writing by the Audit Committee, by at least 1/3 (one third) of the members of the Savings Association.
3. The Board of Directors shall convene the Member Meeting at least 15 (fifteen) days prior to the date of the Meeting. At least 15 (fifteen) days prior to the date of the Member Meeting, the Board of Directors will publish their invitation on the Savings Association notice board and website, and they will then send it to the members to the address indicated in the List of Members, or to the email address indicated in the List of Members provided that a member indicated so, and has consented to the sending of the invitation to the email address.
4. **The invitation** must include:
   a) the name and the registered address of the Savings Association,
   b) the date, the place and the time of the Member Meeting,
   c) the prepared agenda for the Member Meeting,
   d) in the event of a substitute Member Meeting taking place this is a reminder that a substitute Member Meeting is considered as being a quorum with any number of members present,
   e) the location at which a member can become acquainted with the documentation in regard to the individual issues of the Member Meeting Agenda unless it remains attached to the invitation.
5. In the event of a change to the Articles of Association or the actual adoption of a decision resulting in a change to the Articles of Association, the appendix to the invitation should also include a draft of these

changes and/or a motion for a resolution.

6. The Board of Directors is entitled to convene a **substitute Member Meeting** with the same invitees as the original Member Meeting. A substitute Member Meeting that has been convened in this manner can commence at the earliest 30 minutes later than the original scheduled start of the Member Meeting.

7. The Member Meeting can **act validly and decide** provided that the following conditions have been met:

   a) the Member Meeting was duly convened in accordance with the Articles of Association,

   b) an absolute majority of all the members of the Savings Association holding a majority of all the votes is present at the Member Meeting in accordance with their status as of the date of the Meeting. The number of members has been verified in accordance with the List of the Members of the Savings Association. The substitute Member Meeting is considered as acting as a quorum with any number of members present.

   c) whenever a resolution of the Member Meeting is to be adopted on any of the matters referred to in Article VIII, Paragraph 11, Points g), j), l), n) and q) the Member Meeting is considered as being a quorum if at least 2/3 (two thirds) of all the members are present.

8. When **voting** each member has one vote. Members who have deposited additional member's deposits have an additional vote for each full multiple of the basic member's deposit. When voting on the matters referred to in Article VIII, Paragraph 11, Points g), j), l), n) and q) of the Articles of Association, and Article VI, Paragraph 4 each member has a single vote, regardless of any additional deposits.

9. Unless otherwise provided for by law or by the Articles of Association the resolution at the Member Meeting will be validly accepted if the majority of the votes of the members who were present voted for it. The adoption of a resolution at the Member Meeting shall require the consent of at least 2/3 (two- thirds) of the votes of the members present in the case of a vote on the matters referred to in Article VIII, Paragraph 11, Points g), j), l), n), q) of the Savings Association.

10. The decision of the Member Meeting concerning the expulsion of a member based on the amendment to the Articles of Association, on the election and on the dismissal of a member of the Audit Committee, on the transfer, the pledge, or the lease of the plant or a part thereof, on other significant property disposals, on the change of the legal form of the Savings Association, on mergers and divisions and on other forms of the termination of the Savings Association also require the members' consent without taking into account votes that are associated with additional member's deposits.

11. The **Member Meeting is mainly responsible for**:
    a) changes to the Articles of Association,
    b) the election and the dismissal of the members of the Board of Directors, the Credit Committee and the Audit Committee,
    c) determining the amount of the remuneration of the Board of Directors, the Audit Committee and the Credit Committee,
    d) the approval of the regular, the extraordinary or the consolidated financial statements of the Savings Association or, when appropriate, of the interim financial statements,
    e) the approval of the Annual Report of the Savings Association,
    f) the approval of the Performance Contract pursuant to Section 59 of the Act on Business Corporations,
    g) the approval for the provision of financial aid,
    h) deciding on the member's objections against the decision to expel him/her,
    i) deciding on the distribution and the use of the profits or other Savings Association's resources, or the method for the payment of the loss,
    j) deciding on the amount of the payment obligation,
    k) deciding on the usage of the reserve fund,
    l) deciding on the issuance of bonds,
    m) the approval of the transfer, the pledge, or the leasing of a plant or of a part assets which would entail a substantial change in the existing structure of the plant or a substantial change in the subject or the business practice of the Savings Association,
    n) deciding on the manner of the transformation of the Savings Association,
    o) the approval of the Contract on Silent Partnership and other contracts establishing the right to share in the profits or other own resources of the Savings Association, including their change and cancellation,
    p) the approval for making an additional member's deposit and for reaching an agreement regarding another additional member's deposit, including its change and its cancellation,
    q) deciding on the dissolution of the Savings Association with its liquidation,
    r) the selecting and the dismissal of the liquidator and deciding on his/her reward,
    s) the approval of the liquidator's report concerning the progress of the liquidation and the proposal for the use of the liquidation balance,
    t) deciding on other matters, if provided for by the law, in accordance with the Articles of Association of the Savings Association, or if the Member Meeting reserves the right to do so.
12. A member may only authorise another member in writing to represent him/her at the Member Meeting. The signature of the principal must be officially verified. No one may represent more than one other

member of the Savings Association at the Member Meeting, otherwise s/he will have no power of attorney at the Member Meeting.

13. **Minutes** will be taken at every Member Meeting. The minutes will be provided by the person/entity who convened the meeting within 15 (fifteen) days from the date of the meeting. Each member shall be entitled to a copy of the minutes and of their appendices while also paying the expenses that were incurred in connection with its acquisition, while the actual amount is determined by the Board of Directors.

14. The minutes shall be signed by the person who convened the meeting and if they were drawn up by another person, s/he should also sign them.

IX.

The Savings Association's Elected Bodies

1. A member of an elected body of the Savings Association (comprising the Board of Directors, the Credit Committee and the Audit Committee) may only be a trusted and professionally competent person within the meaning of the law.

2. The term of office for the members of the elected bodies shall be five years. Re-election is possible.

3. Members of the elected body shall be required to devote sufficient time to the office execution.

4. A member of the elected body of the Savings Association may withdraw from office. The withdrawing member shall declare the withdrawal from his/her position to the Savings Association. Office resignation shall be discussed by the body of the Savings Association of which the resigning member is a member, and if the competent body is unable to hold a quorum (e.g., because the number of members has dropped below the legal minimum) the resignation shall be discussed at the Member Meeting. The competent body shall discuss the resignation without undue delay, but at the latest at its next meeting. The office of the withdrawing member of an elected body of the Savings Association shall expire on the day on which the competent body discussed or were supposed to discuss this withdrawal or upon the expiration of 2 (two) months from the date of the delivery of the notice of withdrawal, whichever event takes place sooner. If a member of an elected body gives notice of his/her resignation at a meeting of the competent body, his/her office shall terminate upon the expiration of 2 (two) months after such notice, unless the competent body, at the request of the resigning member, approves a different termination date. A member of an elected body shall also inform the Board of Directors of the Savings Association of their resignation.

5. Each of the elected bodies shall meet as required, unless otherwise provided for in the Articles of Association.

6. When voting for elected bodies each member has one vote. The elected body represent a quorum in the presence of the majority of the members.

7. The resolution of the elected body may also be adopted under the conditions stipulated by these Articles of Association and relevant internal regulations by a vote taken outside the meeting or by using

communication means.

X.

The Board of Directors

1. The Board of Directors is the Statutory Body of the Savings Association. The Board of Directors of the Savings Association has a minimum of 3 (three) and a maximum of 5 (five) members. A majority vote of all members is required for a decision of the Board of Directors to be valid. In the event of a tie in the decision of the Board of Directors, a vote of the Chairperson of the Board of Directors shall not be decisive.
2. The Board of Directors elects its Chairperson and its Vice-Chair from amongst its members.
3. 2 (two) Members of the Board of Directors act jointly on behalf of the Savings Association. The Board of Directors, in its competence, shall be entitled to transfer its decisions and its other powers and other rights to other persons or to authorise such persons to exercise these powers. The Board of Directors is entitled to grant the power to represent the Savings Association to a third party.
4. The Board of Directors directs the activities of the Savings Association and decides on all the Savings Association matters that are not reserved to another body in accordance with the law or with the Articles of Association.
5. The **Board of Directors' responsibilities** also include:
   a) deciding on the products that the Savings Association provides as part of its business,
   b) deciding on the payment of a share of profits or other Savings Association's resources,
   c) determining the requirements, the procedures and the conditions under which the Savings Association products can be provided,
   d) deciding on the organisational arrangements for the Savings Association,
   e) deciding on expelling a member from the Savings Association,
   f) acting and other matters provided for by the Articles of Association or by legislation.
6. The Board of Directors prepares the Annual Report and presents it together with the regular financial statements for approval at the Member Meeting. The draft annual report and financial statements shall be published by the Board of Directors at least 15 days before the date of the Member Meeting at the registered office of the Savings Association or at the place specified in the invitation to the Member Meeting of the Savings Association. If a member of the Savings Association agrees to be sent an invitation electronically to an email address, the Board of Directors may send the draft financial statements and the annual report to the email address indicated in the List of Members together with the invitation.
7. The Board of Directors is exclusively authorised to provide a loan, the granting of which was decided by the Credit Committee in accordance with the Articles of Association.
8. The Chairperson of the Board of Directors regularly convenes a meeting of the Board of Directors. The Rules of Procedure of the Board of Directors besides other things determine when its other member is

entitled to convene a meeting of the Board of Directors. The Board of Directors must meet within 10 days of receipt of the Audit Committee's notice if the deficiencies have not been remedied at its request.

9. The minutes of the proceedings of the Board of Directors and its decisions shall be taken and signed by the Chairperson and the minute keeper, with the list of the persons present being attached to the minutes. The minutes shall include the names of the members of the Board of Directors who voted against individual resolutions or who abstained; the unlisted members are deemed to have voted for the adoption of the resolution.
10. Voting of the Board of Directors may take place remotely through the use of communication means, including voting, in such a way that the members of the Board of Directors cast their votes prior to the Board meeting. The Board of Directors may make decisions outside of meetings (per letter) and using communication means outside of meetings (per letter). The consent of the members of the Board of Directors to the Board of Directors acting or deciding in the manner described above is not required. Other conditions are regulated by the Rules of Procedure of the Board of Directors.
11. The Articles of Association of the Savings Association regulate the prohibition of competition differently from the provisions of Section 710 of the Business Corporations Act. Members of the Board of Directors are subject to the non-competition to the extent provided for in these Articles of Association and the Act, in which case:

    a) A member of the Board of Directors shall not conduct any business in the subject of business of the Savings Association, even if it was for the benefit of other persons, unless they are persons controlled by the Savings Association or persons controlling the Savings Association, nor shall he/she mediate the business of the Savings Association for other persons, unless they are persons controlled by the Savings Association or persons controlling the Savings Association;

    b) A member of the Board of Directors shall not be a member of the Statutory Body of any other legal entity with the same subject of business or a person in a similar position, unless it is a business corporation controlled by the Savings Association, controlling the Savings Association, or a business corporation forming part of the same group with the Savings Association;

    c) A member of the Board of Directors shall not be a member of an elected body of another savings association and have an employment or similar relationship with another savings association;

    d) A member of the Board of Directors shall not participate in the business of another business corporation as a partner with unlimited liability or as a controlling person of another person with the same or similar business, unless it is a business corporation controlled by the Savings Association, controlling the Savings Association, or a business corporation forming a concern with the Savings Association;

    e) A member of the Board of Directors shall not be a member of the Audit Committee, the Credit Committee or any other elected body of the Savings Association.

XI.

The Credit Committee

1. The Credit Committee of the Savings Association has a minimum of 3 (three) and a maximum of 5 (five) members. A majority of votes of the members present is required for a decision of the Credit Committee to be valid. In the event of a tie in the decision of the Credit Committee, a vote of the Chairperson of the Credit Committee shall not be decisive. The Credit Committee decides on:

   a) providing loans to members in accordance with the Articles of Association,

   b) providing guarantees in the form of a guarantee or a financial guarantee on behalf of members,

   c) securing loans.

2. In particular, the Credit Committee shall take into account the provisions of the laws, Articles of Association and internal rules that govern the products provided by the Savings Association, the procedures, requirements and conditions under which those products may be provided and the requirements related to the management of the relevant risks by the Savings Association.

3. The Credit Committee is entitled to **delegate its powers** to another person/entity. The delegation of powers takes place by the authorisation of the person concerned. The mandate shall include, in particular:

   a) the date of the issuance of the mandate,

   b) the detailed designation of the person/entity to whom the competence of the Credit Committee is transferred,

   c) the exact scope of the powers delegated.

4. The transfer of powers by delegation can be cancelled by a written notice of the Credit Committee. The moment of delivery of this notification to the person/entity to whom the competence of the Credit Committee has been delegated shall be decisive for the revoking of this transfer within the scope of notification.

5. The Credit Committee elects the Chairperson from amongst its members who directs and organises its activities.

6. The Chairperson of the Credit Committee convenes a meeting of the Credit Committee. The Rules of Procedure of the Credit Committee shall specify besides other things when another member is entitled to convene the meeting of the Credit Committee.

7. The Credit Committee may act using communication means, including voting, in such a way that the members of the Credit Committee cast their votes prior to the Credit Committee meeting. The Credit Committee may make decisions outside of meetings (per letter) and using communication means outside of meetings (per letter). The consent of the members of the Credit Committee to the Credit Committee acting or deciding in the manner described above is not required. Other conditions are regulated by the Rules of Procedure of the Credit Committee.

8. The Articles of Association of the Savings Association regulate the prohibition of competition differently from the provisions of Section 710 of the Business Corporations Act. A member of the Credit Committee shall not be:

   a) A member of an elected body of another savings association and in an employment or similar relationship with another savings association;

   b) A member of the Board of Directors, Credit Committee, or other elected body of a savings association, or a proxy, or a person authorised under the entry in the Commercial Register to act for the Savings Association;

   c) A loan guarantor, decision of which he/she has made.

XII.

The Audit Committee

1. The Audit Committee is authorised to inspect all activities of the Savings Association and its bodies. It is responsible only to the Member Meeting and independent of other bodies of the Savings Association. The Audit Committee of the Savings Association has a minimum of 3 (three) and a maximum of 5 (five) members. A majority of votes of the members present is required for a decision of the Audit Committee to be valid. In the event of a tie in the decision of the Audit Committee, a vote of the Chairperson of the Audit Committee shall not be decisive.
2. The Audit Committee deals with complaints by the members of the Savings Association.
3. The Audit Committee carries out the activities of the Audit Committee within the meaning of Act No. 93/2009 Coll., on Auditors, as amended.
4. The **Audit Committee is responsible for:**

   a) expressing its opinion concerning the statutory financial statements and the proposal for the distribution of profits, other own resources, or the payment of losses, and concerning the proposal for a decision on the payment obligation of members, reporting thereon to the Member Meeting,

   b) requiring all the financial information from the Savings Association's bodies,

   c) notifying the Board of Directors about the deficiencies identified and for requiring redress,

   d) possibly other activities, as provided by the Act on Business Corporation, the Articles of Association or the Act.

5. The Audit Committee also acts and decides on other matters provided for by law and these Articles of Association.
6. The Audit Committee is entitled to delegate one or more its members who are authorised to request information within the scope of the Audit Committee's authorisation.
7. The Audit Committee elects the Chairperson from amongst its members who manages and organises its activities.

8. The Chairperson of the Audit Committee convenes a meeting of the Committee. The Rules of Procedure of the Audit Committee determine besides other things when another member is entitled to convene the meeting of the Audit Committee. The Audit Committee meets at least every 3 (three) months.

9. The minutes of the proceedings of the Audit Committee and its decisions shall be taken and signed by the Chairperson and the minute keeper, with the list of the persons present attached. The minutes shall include the names of the members of the Audit Committee who voted against individual resolutions or who abstained; the unlisted members are deemed to have voted for the adoption of the resolution.

10. The Audit Committee may act using communication means, including voting, in such a way that the members of the Audit Committee cast their votes prior to the Audit Committee meeting. The Audit Committee may make decisions outside of meetings (per letter) and using communication means outside of meetings (per letter). The consent of the members of the Audit Committee to the Audit Committee acting or deciding in the manner described above is not required. Other conditions are regulated by the Rules of Procedure of the Audit Committee.

11. The Articles of Association of the Savings Association regulate the prohibition of competition differently from the provisions of Sections 722 and 710 of the Business Corporations Act. Members of the Audit Committee are subject to the non-competition to the extent provided for in these Articles of Association and the Act, in which case:

    a) A member of the Audit Committee shall not conduct any business in the subject of business of the Savings Association, even if it was for the benefit of other persons, unless they are persons controlled by the Savings Association or persons controlling the Savings Association, nor shall he/she mediate the business of the Savings Association for other persons, unless they are persons controlled by the Savings Association or persons controlling the Savings Association;

    b) A member of the Audit Committee shall not be a member of the Statutory Body of any other legal entity with the same subject of business or a person in a similar position, unless it is a business corporation controlled by the Savings Association, controlling the Savings Association, or a business corporation forming part of the same group with the Savings Association;

    c) A member of the Audit Committee shall not be a member of an elected body of another savings association and have an employment or similar relationship with another savings association;

    d) A member of the Audit Committee shall not participate in the business of another business corporation as a partner with unlimited liability or as a controlling person of another person with the same or similar business, unless it is a business corporation controlled by the Savings Association, controlling the Savings Association, or a business corporation forming a concern with the Savings Association;

    e) A member of the Audit Committee shall not be a member of the Board of Directors, the Credit Committee or any other elected body of a savings association, or a proxy or a person authorised under the entry in the Commercial Register to act for the Savings Association;

XIII.

Registered Capital

1. The registered capital of the Savings Association is at least CZK 500,000 (in words: five hundred thousand Czech crowns).

XIV.

The Manner of using the Profit

1. The use of the generated profits is decided by the Member Meeting based on a proposal of the Board of Directors when the regular financial statements are discussed. Mandatory allocations to the Risk and Reserve Funds reduce the amount of profit after tax that can be divided between the members.
2. The member's share of profit or other own resources to be distributed is determined by the ratio of the amount of the paid member's deposit and the paid-up deposits of all members as of the balance sheet date of the regular financial statements. If the membership lasted during the accounting period for which profits are distributed for only part of that accounting period, the member's share of profits or other own resources shall be reduced proportionately.
3. The distribution of the profit of the Savings Association shall be made by the Board of Directors within 30 (thirty) days of the date of the meeting, which approved the financial statements from which the profit was derived. A share of profit of up to CZK 1,000 (inclusive) is paid in cash at the headquarters of the Savings Association. A share of profit exceeding CZK 1,000 shall be paid by wire transfer to the bank account of the member of the Savings Association or of other authorised person (hereinafter referred to as the "**authorised person**"). The authorised person is required to notify the Savings Association in writing of the number of the bank account to which the share of profit is to be paid and to provide evidence of the legal title on the basis of which s/he requires the payment of the share of profit. Irrespective of the amount of the profit share, the member of the Savings Association or the authorised person may request in writing the payment of the profit share based on his or her choice either in cash or to bank account; the Board of Directors shall decide about such a request.

XV.

Settlement Obligation

1. If the Savings Association records a loss, it is obliged to decide at the Member Meeting, when approving the financial statements in which this loss is quantified, to cover this loss using the Risk and Reserve Funds and the retained earnings of previous years. If these own resources are not sufficient to cover the loss, the Member Meeting may impose an obligation to contribute to cover the loss in excess of those own resources, to all persons who were members of the Savings Association as of the balance sheet date of the regular financial statements.
2. The amount of the settlement obligation is determined as the sum of the additional member's deposit and twice the basic member's deposit. If the amount of the settlement obligation of all members exceeds the loss recorded by the statutory financial statements, the settlement obligation is relatively reduced so that the amount of the settlement obligation of each member is the product of his/her settlement obligation and the share of the loss determined by the statutory financial statements to be covered by the settlement

obligation and the sum of all settlement obligations of all members.

3. The Board of Directors of the Savings Association shall calculate and, within 15 (fifteen) days from the date of approval of the statutory financial statements, notify each member concerning the amount s/he is required to pay; the payment is payable within 30 (thirty) days of the date of approval of the statutory financial statements.

Financial Regulations

XVI.

The Risk Fund, the Reserve Fund and other funds

1. The Savings Association establishes:
   a) the Risk Fund,
   b) the Reserve Fund.
2. The **Risk Fund** shall be created at the minimum amount required by the Act and is used to cover risks from the provision of loans and guarantees.
3. The Reserve **Fund** shall be created at the minimum amount required by the Act and it serves to cover losses and fluctuations in the economy.
4. The Board of Directors shall decide on the possible establishment of additional funds of the Savings Association.
5. The Member Meeting decides on the amount of the contributions to all funds and their drawing based on the proposal of the Board of Directors, while observing the provisions of the applicable legal regulations and the Articles of Association.
6. The maximum possible amount of one released credit and the maximum credit status of one member or of another credit union are governed by the applicable law or by the internal regulation of the Savings Association.

XVII.

Basic Terms of the Provision of Services and Activities

1. The terms and conditions of the provision of financial services are contained in the General Business Terms and Conditions (see Article II of the Articles of Association) that are approved by the Board of Directors.
2. The Savings Association provides exclusively services and products approved by the Board of Directors. Loans are provided to members in accordance with the criteria set forth in the internal regulations of the

Savings Association.

3. In performing activities and providing services the Savings Association shall exercise caution and proceed with due diligence.

XVIII.

Principles of Securing the Loans

1. The form and the amount of collateral are proposed by the Credit Committee and governed by the internal regulations of the Savings Association. Loans can be secured in particular by a bank guarantee, immobilisation of cash deposits with a bank or a savings association, a lien, a guarantee, etc.
2. The Savings Association is also entitled to provide unsecured loans, in the amount and under the conditions set forth by the Board of Directors.
3. The Board of Directors is entitled to issue an internal regulation governing the valuation method of collateral.

XIX.

Basic Types of Deposits and Credits and Interest Rate Limits

1. The Savings Association provides in particular the following types of loans:
   a) bridging,
   b) short-term,
   c) medium-term,
   d) long-term.
2. Loans are subject to interest rate based on their maturity, the extent of collateral and other criteria set forth by the internal regulations of the Savings Association up to 30 times the absolute value of the discount rate announced by the Czech National Bank.
3. The Savings Association is entitled to provide in particular the following types of deposits:
   a) current accounts,
   b) term deposits,
   c) saving accounts,
   d) deposit certificates.
4. The basic types of deposits referred to in the preceding paragraph are maintained with notice periods of up to ten years and are subject to interest rates of up to 20 times the absolute value of the discount rate announced by the Czech National Bank.

XX.

Provision of Information

1. Each member shall be entitled to be acquainted with all matters related to membership, the content of the Articles of Association, business conditions, his/her rights and obligations arising out of membership, the terms of deposit insurance, lending and other activities of the Savings Association, and with the changes that occur in regard to such circumstances.
2. The information referred to in Paragraph 1 shall be provided to members of the Savings Association at regular or extraordinary Member Meetings and in particular on the notice board of the Savings Association at its headquarters and its offices.
3. The individual elected bodies of the Savings Association are obliged, in addition to the information provided by law, to provide members of the Savings Association with information concerning its activities and also with the facts concerning the Savings Association, to the extent and in the manner in accordance with the internal regulations approved by the Board of Directors. The information under the previous sentence is provided at the request of a member.
4. The Savings Association keeps data and information protected by law confidential and protects them against misuse.

XXI.

Final and Transitional Provisions

1. Documents, information and other communications (hereinafter referred to as "documents"), which are intended for publication, shall be published on the information board of the Savings Association at its headquarters, unless the Articles of Association or the law stipulate otherwise.
2. Documents to be sent or delivered to members by virtue of the generally binding legal regulations, Articles of Association or decisions of the Savings Association's bodies are sent to the members by e- mail. A message sent to an e-mail address specified by the member is deemed to have been duly delivered. If the member has not communicated the e-mail address to the Savings Association, the relevant documents are sent by depositing them at the headquarters of the Savings Association and by posting a notification of this deposit also at the headquarters of the Savings Association. This provision shall not apply in individual cases where something different arises from the mandatory provisions of generally binding legal regulations or the Savings Association's Articles of Association.
3. Documents which must be delivered to the member's own hands in accordance with the mandatory rules of the generally binding legal regulations, Articles of Association or decisions of the Savings Association's bodies must be delivered by personal delivery or by postal or courier service to the address listed in the List of Members of the Savings Association. Should the member of the Savings Association fail to notify a change of address in writing to the Savings Association, the documents served shall be deemed to have been duly delivered if they are sent to the address listed in the List of Members, even if the document is undeliverable.

4. Should a custodian be appointed on behalf of the Savings Association in accordance with the applicable legal regulations, it is determined that it should be doc. Ing. Karel Kopp, CSc., born on the 28th August 1948, residing at K Vidouši 1318, Unhošť, Postal Code 273 51.
5. In accordance with Section 777, Paragraph 5 of Act on Business Corporations, the Savings Association subordinates to this Act as a whole.
6. By approving these Articles of Association, the currently valid Articles of Association are repealed in their entirety.