

**General Terms  
and Conditions of SAB Finance a.s.**

**I. General Provisions**

1. These General Terms and Conditions of SAB Finance a.s., based at Praha 1, Nové Město, Senovážné nám. 1375/19, 110 00, ID No. 24717444, entered in the Commercial Register lodged with the Municipal Court in Prague, File Ref. B 16383 ("SABF"), issued in accordance with the provisions of Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended ("GTC"), define the basic terms under which SABF provides its Clients with Payment Services comprising Non-cash Foreign Currency Transactions and Payment Transactions.
2. SABF provides the Client with Payment Services not individually specified on the basis of the Framework Agreement on Payment Services concluded between SABF and the Client (Framework Agreement), and on the basis of the GTC that form an inseparable part of the Framework Agreement as Annex No. 1. Unless the Framework Agreement specifies otherwise, the provisions of the Framework Agreement take precedence over the GTC.
3. Information about SABF as the Payment Services provider: SABF (identification details above), e-mail: [obchod@sab.cz](mailto:obchod@sab.cz), website: <http://www.sab.cz>.
4. SABF is licensed as a payment institution pursuant to Act No. 370/2017 Coll., Act on Payment Transactions, as amended (APT), licence granted by CNB on 26 April 2011, Ref. No. 2011/4463/570, extended to include additional payment services on the basis of a CNB decision issued on 12 November 2012, Ref. No. 2012/10922/570 (CNB Licence). SABF is authorised to provide payment services pursuant to the provisions of Section 3 (1) c), e) and f) of APT (Payment Services).
5. The Client declares that prior to the conclusion of the Framework Agreement and prior to the provision of the Payment Services in accordance with the Framework Agreement it was informed in advance by SABF of all important aspects associated with the provision of these services pursuant to the relevant provisions of the APT, particularly that it was provided with a draft of the Framework Agreement, GTC and Services Price List, including information on the individual SABF products. The Client declares that before concluding the Framework Agreement it acquainted itself with the draft of this Framework Agreement, GTC and the Services Price List, understands and agrees to their content, has been provided with detailed information about SABF and the manner in which SABF does business, the provision of the Payment Services in accordance with the Framework Agreement and GTC, and any other information relating to the provision of the Payment Services as stipulated by the APT. The Client declares that it is acquainted with all the information on the SABF website and the information it obtained during the conclusion of the Framework Agreement.
6. The Client agrees that it will be informed of any significant change in important information or other important changes particularly via the SABF website, unless the Framework Agreement and/or GTC specify otherwise. The Client declares that it has access to the internet service, uses that service regularly and has the option to read the information on the SABF website before a Payment Service is provided by SABF. If a significant change in important information has an impact on these GTC and requires that they be amended, the Client will be informed of the change to the GTC in accordance with Art. XIII. (2) of these GTC.
7. The Client and SABF have agreed that e-mail correspondence will be used as the general form of communication and the usual means of exchanging information in connection with the Agreement, unless the Framework Agreement and/or GTC specify otherwise. E-mail correspondence will be sent by SABF to the e-mail address provided by the Client. The Client consents to allow SABF to send e-mail and letters with business communications associated with the services offered by SABF. The Client may withdraw this consent at any time.

**II. Terms and Definitions**

- **Current Operating Hours** – SABF's current operating hours as specified on the Website in the document "SAB Finance a.s. Cut-off Time"; these are individual moments in time – referred to as Cut-off Time – which must be complied with if funds are to be debited from the SABF account to the recipient's bank account by the deadlines specified in Art. IX. and XI. of these GTC on the agreed Payment Order due date. If the Cut-off Time is not met, the Payment Order will be processed on the following working day.
- **American Entity** - 1) an individual who is a citizen of the United States of America ("USA") and/or is a USA resident. USA resident is defined in the USA tax regulations as of the date on which these GTC enter into effect as a person who holds a green card and/or passes the substantial presence test in the USA, i.e. is physically present in the USA for at least 31 days during the current year and 183 days during the last 3 years, counted as the current year and the two previous years; 2) a legal entity based in the USA; 3) another individual or legal entity that is classed as being associated with the USA in accordance with the relevant legislation.
- **Non-cash Foreign Currency Transactions (spots)** – the purchase or sale of funds in Czech or a foreign currency for funds in another currency, if the funds are received from the Client or made available to the Client in non-cash form; these transactions are made by the non-cash transfer of funds according to the terms of the transaction agreed with the Client at the instruction of the Client when arranging the terms of the transaction.
- **Services Price List** – list of prices of SABF Payment Services, available on the Website, which forms an inseparable part of the Framework Agreement.
- **CNB** – Czech National Bank, based at Na Příkopě 28, 115 03 Praha 1, which is the relevant body with oversight of payment services provided by SABF.
- **Available Currency** – the currency entrusted by the Client to SABF for its Payment Order.
- **Protected Information** – all know-how, information and data (regardless of form) received by one Contracting Party from the other Contracting Party in connection with the Agreement or negotiations on the conclusion of the Framework Agreement, if:
  - \* they are explicitly designated by one of the Contracting Parties as "confidential", "protected", "discreet", "secret" or other term with a similar meaning;
  - \* they are not publicly available;
  - \* they relate to one or both of the Contracting Parties (particularly their activities, structure, financial results, know-how, operational methods, procedures and workflows, business or marketing plans, concepts and strategies, offers, contracts, agreements and other arrangements with third parties, relations with business partners;
  - \* they relate to the Framework Agreement or its fulfilment (particularly information on the content of the Framework Agreement and its annexes and possible addenda, the rights and obligations of the Contracting Parties, and information on prices);
  - \* one of the Contracting Parties considers it necessary to protect them against unauthorised persons or against abuse by the other Contracting Party; or
  - \* their handling is subject to a special confidentiality regime (particularly banking secrets, service secrets).
- **Collection** – non-cash transfer involving the receipt of funds via a special SABF payment account, at the request of the Client as the payment recipient, if the payer is a third party; this is made via a Collection Payment Order ("Collection Notification" form).
- **Website** – the website of SABF [www.sab.cz](http://www.sab.cz).
- **Client** – an individual, an business individual - entrepreneur or a legal entity that has concluded an Agreement with SABF for the provision of Payment Services.
- **Confirmation** – confirmation of Transaction marked on the SABF form as Confirmation of Transaction or Confirmation.
- **Currency Conversion** – the currency exchange for a Payment Transaction; in the event that the Available Currency and Sent Currency differ, SABF will make the Currency Conversion according to the exchange rate agreed between the Client and SABF when arranging the terms of the transaction.
- **Transaction** - Payment transaction with or without Currency Conversion or Non-cash Foreign Currency Transaction.
- **Trade Secret** – all information of a commercial or technical nature relating to the business of either of the Contracting Parties which has real or at least potential, material or non-material value, is not generally available in the relevant business circles, and is kept confidential by that Contracting Party in the corresponding manner.
- **Sent Currency** – the currency sent by SABF at the Client's order to the payment recipient's account.
- **Moment Near the End of SABF Operating Hours** – in accordance with Section 104 of the APT this is set by SABF as 15 (fifteen) minutes before the end of the Operating Hours.
- **Payment Order** – instruction issued by the Client/other User to make a Transaction, i.e. Payment Order, Collection Payment Order (Collection Notification) or Non-cash Foreign Currency Transaction Payment Order; Payment Orders can be made in any of the forms specified in the Framework Agreement or in Art. VII. (1) to (3) of these GTC.
- **Payment Services** – payment services pursuant to Section 3 (1) c), e) and f) of APT, which SABF is licensed to provide under the CNB Licence.
- **Payment Transaction** – Payment or Collection.
- **Subaccount** – registration payment account held by SABF for the Client which is automatically set up upon conclusion of the Framework Agreement, which is used to record the Client's funds entrusted to SABF for the purpose of Payment Transactions or Non-cash Foreign Currency Transactions. Subaccounts may be held in the currencies specified in the List of Available Currencies.
- **Politically Exposed Person** – means:
  - a) an individual who holds or has held a prominent office of national or regional importance, particularly as head of state, Prime Minister, head or deputy head of a central government body (Deputy, State Secretary), member of parliament, member of the control body of a political party, head of local government, judge at the Supreme Court, Constitutional Court or other supreme judicial body against whose decisions no appeal may be filed, with certain exceptions, a member of the board of the Central Bank, a senior army or corps officer, a member or representative of a member, if a legal entity, of the statutory body of a state-controlled business corporation, an ambassador or head of a diplomatic mission, or an individual who holds or has held a similar office in another country, in a European Union body or in an international organisation,
  - b) an individual who is 1. a person close to one of the persons specified in a), 2. a partner or the true owner of the same legal entity, or a trust fund or other legal arrangement with no legal personality, as a person under letter a), or a person in any other close business relationship with a person under letter a), or 3. the true owner of a legal entity, or a trust fund or other legal arrangement with no legal personality created for the benefit of a person under letter a). (A person close is a direct relative, sibling or spouse or partner pursuant to the law governing partnerships, in-laws and persons living together permanently, as well as other persons in a familial or similar ...relationship where, if one person were to suffer detriment, the other would justifiably feel that detriment as their own.)
- **CNB Licence** – licence to act as a payment institution in accordance with the APT, licence granted to SABF by CNB on 26 April 2011, Ref. No. 2011/4463/570, extended to include additional payment services on the

basis of a CNB decision issued on 12 November 2012, Ref. No. 2012/10922/570.

- **Operating Hours** – the time during which Transactions can be arranged by telephone, i.e. from 8:00 a.m. to 5:00 p.m.
- **Claims Policy** – the SABF Claims Policy published on the Website. The Claims Policy may be changed by SABF as appropriate. SABF is entitled to propose a change in the Claims Policy to the Client particularly for the reasons specified in Art. XIII. (2).1 of these GTC. Any change in the Claims Policy is made following the procedure and by the deadlines specified in Art. XIII. (2).1. - 2.3. of these GTC.
- **List of Available Currencies** – as of the effective date of these GTC: CZK, EUR, USD, PLN, GBP, CHF, HUF, RUB, JPY, AUD, CAD, CNY, SEK, NOK, DKK, RON, TRY; the List of Available Currencies may be changed by SABF; the current list is available on the Website.
- **List of Users** – a list specifying the Client and/or persons authorised to act on behalf of the Client in connection with the performance of Payment Transactions or Non-cash Foreign Currency Transactions. However, such persons are not authorised to change, supplement or annul the Agreement unless empowered to do so on the basis of a special power of attorney granted by the Client.
- **Framework Agreement** – the Framework Agreement on Payment Services concluded between SABF and the Client, its addenda and annexes.
- **Contracting Parties** – SABF and the Client.
- **Payment** – non-cash transfer whereby funds are sent at the request of the Client as the payer to a third party as the recipient; Payments are made via a Payment Order.
- **User** – the Client or a person authorised/empowered by the Client to act on behalf of the Client in connection with the performance of Payment Transactions or Non-cash Foreign Currency Transactions.
- **APT** – Act No. 370/2017 Coll., Act on Payment Transactions, as amended.

### III. Rights and obligations of the Contracting Parties

1. When meeting its obligations in accordance with the Framework Agreement the Client is obliged to provide SABF with all the necessary assistance, particularly to inform and/or supply SABF with all the relevant information and source documentation.
2. The Contracting Parties are obliged to provide one another with all the necessary assistance in fulfilling the purpose and subject of the Framework Agreement. If it proves necessary for the Contracting Parties to conclude any other contractual document in connection with the fulfilment of the purpose and subject of the Framework Agreement, the Contracting Parties are obliged to conclude that document without undue delay. Failure to provide assistance on the part of the Client is considered a gross breach of the Framework Agreement, entitling SABF to withdraw from the Framework Agreement.
3. SABF is entitled to refuse to provide a Payment Service to the Client if:
  - 3.1. SABF and the Client are unable to agree on all the terms governing the provision of the service,
  - 3.2. the Client fails to inform SABF and/or provide SABF with all the information and source documentation needed for the due performance of the requisite Payment Service in a due and timely manner,
  - 3.3. if thus stipulated by the relevant legislation, or
  - 3.4. it has doubts concerning verification of the Client/User's identity.
4. SABF is not obliged to accept a document whose authenticity, completeness or accuracy is in doubt, and which SABF considers essential for the due performance of the requisite payment service, and in such a case is entitled to request that the Client provide additional information and documentation it deems necessary to prove the authenticity, completeness or accuracy of the information or document in question. SABF is entitled to request verification of the signature of the Client or a person empowered by the Client. In such a case the Client is obliged to comply with this request.
5. SABF will only execute payment orders, instructions and requirements of the Client that are complete, accurate, definite, comprehensible and issued in accordance with the APT, the Agreement and these GTC.
6. The Client is not entitled to transfer, assign, pledge or otherwise burden any of its rights and/or obligations arising from this Framework Agreement to a third party without the prior written consent of SABF. SABF is entitled to assign its receivables in relation to the Client arising from this Framework Agreement to a third party provided that it informs the Client of such in writing beforehand.
7. The Client is obliged to file any claim relating to data specified in any documents received from SABF without undue delay after receipt, unless the Framework Agreement and/or these GTC stipulate otherwise. If it fails to do so, it is considered that the Client agrees to all the data specified in the given documents.

### IV. Creation and Management of Subaccount

1. SABF will automatically create a Subaccount for the Client upon conclusion of the Framework Agreement. The Subaccount is used to record funds entrusted to SABF.
2. Subaccounts are kept separately for individual Clients, in one or more of the currencies specified in the List of Available Currencies.
3. The Subaccounts of individual Clients are identified by the number of the Framework Agreement assigned to the Client by SABF. The Client is obliged to state this identification number whenever it sends funds from the Subaccount and when sending funds to the Subaccount.
4. No interest is provided on funds held in the Subaccount.
5. SABF is entitled to deduct and collect money from the Subaccount to cover fees for the services provided in accordance with the Framework Agreement, particularly for Payment Transactions and Non-cash Foreign Currency Transactions, or for contractual penalties, interest on arrears

and any other receivables owed to SABF by the Client in relation to the provision of services to the Client under the Framework Agreement.

6. At the Client's request SABF will inform the Client of the current usable balance in the Subaccount by telephone after verifying the Client's identity in the manner specified in Art. VII. (1.1.) of these GTC. At the Client's request SABF will send a current statement for the Subaccount at any time to the Client's e-mail address given in the SABF records or in printed form to the address given in the SABF records; the price of sending this information is given in the current Services Price List.
7. By signing the Framework Agreement the Client declares that the funds it sends to the Subaccount do not come from the proceeds of crime and that the Framework Agreement is not concluded in an effort to legalise such proceeds or to make transactions aimed at supporting or funding terrorism. If this declaration proves to be false and thus a gross breach of the Framework Agreement by the Client, SABF is entitled to refuse to execute the Payment Transaction or Non-cash Foreign Currency Transaction and is entitled to withdraw from the Framework Agreement on the grounds of a gross breach of its terms.
8. SABF is entitled to use the funds in the Subaccount to offset any overdue monetary receivables owed to SABF by the Client in relation to the Framework Agreement.

### V. Non-cash Foreign Currency Transactions (spots)

1. SABF will perform Non-cash Foreign Currency Transactions for the Client in accordance with the Client's instructions and under the terms agreed beforehand.
2. A Non-cash Foreign Currency Transaction Payment Order particularly contains:
  - 2.1. details of whether the Client is purchasing or selling funds,
  - 2.2. the type of currency and the quantity of funds purchased and/or sold,
  - 2.3. the type of currency in which the Client receives the payment from SABF for the funds sold and/or the type of currency in which the Client pays SABF for the funds purchased,
  - 2.4. details of whether or not the Client's Subaccount will be used to settle a Non-cash Foreign Currency Transaction (if a Subaccount exists for this purpose), and
  - 2.5. the due date of the Client's Non-cash Foreign Currency Transaction Payment Order; if no due date is stated, it is considered that the order is to be executed as soon as possible, although no later than on the working day following the date on which the Non-cash Foreign Currency Transaction Payment Order was received.
  - 2.6. currency conversion exchange rate,
  - 2.7. the fee for the service provided,
  - 2.8. the amount of funds received by the Client from SABF as payment for the funds sold, or the amount of funds paid by the Client to SABF in return for the funds purchased, in the currency specified in Art. V. (2).3. of these GTC, and
  - 2.9. the special SABF account held in the given currency, to which funds for the Non-cash Foreign Currency Transaction can be sent.
3. All the necessary details of Non-cash Foreign Currency Transaction Payment Order will be contained in the Confirmation which can then replace the document of Non-cash Foreign Currency Transaction Payment Order.
4. In the event that the Client and SABF agree to extend the due date for the Client's Non-cash Foreign Currency Transaction Payment Order, the Client also accepts the corresponding extension of all the statutory deadlines for making an order (Section 168 to Section 171 of APT), as well as the duty to reimburse SABF for the costs incurred by SABF as a result of the extension of the due date of the Client's Payment Order; the amount of these costs will be agreed by SABF and the Client when arranging to extend the Client's Payment Order. If the costs specified in the previous sentence are not explicitly agreed in the agreement on the extension of the due date of the Client's Payment Order, SABF will specify the costs the instant the Transaction is settled, as the difference in the exchange rate between the due date as originally agreed and the new due date after the extension of the due date in accordance with the Client's instruction.
5. The Client is obliged to send enough funds to cover the Non-cash Foreign Currency Transaction to the special SABF account so that the funds are credited to the special SABF account no later than by the due date for the Non-cash Foreign Currency Transaction specified in the Payment Order. If the Client fails to do so, SABF
  - 5.1. is not obliged to execute the Non-cash Foreign Currency Transaction Payment Order requested by the Client and is exempted from all its obligations accepted when receiving that Non-cash Foreign Currency Transaction Payment Order, and
  - 5.2. may withdraw from the agreed transaction by telephone or by e-mail and bill the Client for the costs incurred as a result of the non-execution of the Non-cash Foreign Currency Transaction Payment Order. SABF may also bill the Client for the costs incurred as a result of the non-execution of the Non-cash Foreign Currency Transaction Payment Order due to the Payment Order having been withdrawn by the Client, with the exception of cases where the Client is entitled to withdraw a Non-cash Foreign Currency Transaction Payment Order by the deadlines specified by the APT.
6. Payments may only be made to the special SABF account via non-cash transfer to that special account held by SABF in the appropriate currency.
7. The Client, or the person sending the payment to the special SABF account is obliged to mark the payment with the unique identifier assigned to them. The Client's payment identifier, which is linked to the Non-cash Foreign Currency Transaction Payment Order requested by the Client, is the variable symbol of the payment assigned by SABF.

## VI. Payment Transaction

1. SABF performs **Payment Transactions on the basis of Payment Orders or Collection Payment Orders**. SABF particularly performs Payment Transactions associated with Currency Conversion. Unless these GTC specify otherwise, Payment Orders or Collection Payment Orders are made during Current Operating Hours.

### 1.1. Payment sent by SABF – Payment

1.1.1. A Payment Order particularly contains:

- the identification details of the Client,
  - the type and quantity of Sent Currency,
  - a description of the sent payment recipient's account,
  - the type of Available Currency entrusted by the Client to SABF for the purposes of its Payment Order (if the Available Currency and Sent Currency differ),
  - the due date of the Client's Payment Order; if no due date is stated, it is considered that the order is to be executed as soon as possible, although no later than on the working day following the date on which the Payment Order was received,
  - the exchange rate used to convert the Available Currency to the Sent Currency (if the Available Currency and Sent Currency differ),
  - a breakdown of the fees for the provision of the service,
  - the amount of Available Currency paid by the Client to SABF for the purposes of its Payment Order,
  - a description of the special SABF account and the clear identifier for sending funds for the execution of the Payment Order, if there is insufficient Available Currency in the Subaccount or if SABF does not hold a Subaccount for the Client, and
  - the latest deadline for executing the Client's Payment Order,
  - the reason for the payment,
- the details stated above, for instance the exchange rate, the amount of Available Currency, a description of the special SABF account, the latest deadline for executing the Client's Payment Order, may be stated in the Confirmation which is issued for each Transaction.

1.1.2. A specimen of the written Payment Order with all the necessary details is available on the Website.

1.1.3. The Client is obliged to send enough funds in the Available Currency to cover the Payment Transaction (Payment) to the special SABF account so that the funds are credited to the special SABF account no later than by the due date for the Payment specified in the Payment Order. If the Client fails to do so, SABF

- cannot execute the Payment Order requested by the Client and is exempted from all its obligations accepted when receiving that Payment Order, and
- may withdraw from the agreed transaction by telephone or by e-mail and bill the Client for the costs incurred as a result of the non-execution of the Payment Order. SABF may also bill the Client for the costs incurred as a result of the non-execution of the Payment Order due to the Payment Order having been withdrawn by the Client, with the exception of cases where the Client is entitled to withdraw a Payment Order by the deadlines specified by the APT.

1.1.4. In the event that the Client and SABF agree to extend the due date of the Client's Payment Order, the Client also accepts the corresponding extension of all the statutory deadlines for making an order (Section 168 to Section 171 of APT), as well as the duty to reimburse SABF for the costs incurred by SABF as a result of the extension of the due date of the Client's Payment Order; the amount of these costs will be agreed by SABF and the Client when arranging to extend the Client's Payment Order. If the costs specified in the previous sentence are not explicitly agreed in the agreement on the extension of the due date of the Client's Payment Order, SABF will specify the costs the instant the Transaction is settled, as the difference in the exchange rate between the due date as originally agreed and the new due date after the extension of the due date in accordance with the Client's instruction.

### 1.2. Receipt of payment by SABF – Collection

1.2.1. By signing the Framework Agreement SABF and the Client have agreed that SABF will receive funds from the incoming payment transaction for the Client, on the basis of the Collection Payment Order (Notification); the Collection Payment Order particularly contains:

- the identification details of the Client,
- the anticipated payment receipt date,
- the type of currency of the incoming payment,
- the identification details of the payer's bank,
- the payment title/reason for the payment,
- any other of the Client's instructions for SABF and
- a description of the special SABF account and the clear identifier for sending funds for the execution of the Collection Payment Order (Notification).

1.2.2. A specimen of the written Collection Payment Order (Notification) with all the necessary details is available on the Website.

1.2.3. In the event that, after funds from an incoming payment transaction (Collection) have been paid to the special account, SABF is unable to properly identify the Payment Transaction, e.g. due to inadequate details given by the payer, SABF will request that the Client provide additional identification details. In the event that a Payment Transaction still cannot be identified, SABF is entitled and also obliged to send the funds in question back to the payer without undue delay, although

no later than within 15 days of receipt of the funds from the given payment transaction.

1.2.4. The Collection fee charged to the Client will be increased by any bank fees charged to the payer by the bank as well as by any bank fees associated with the incoming payment transaction to the special SABF account and any fees associated with crediting the sum to the Client's Subaccount.

1.3. Payments may only be made to the special SABF account via non-cash transfer to the special account specified by SABF in the appropriate currency.

1.4. On its Website SABF will publish a list of special accounts in the available currencies to which funds can be sent to the special SABF account used for Payment or Collection.

1.5. The Client, or the person sending the payment to the special SABF account is obliged to mark the payment with the unique identifier assigned to them. The Client's payment identifier, which is linked to the Payment Order or Collection Payment Order (Notification) requested by the Client, is the variable symbol of the payment assigned by SABF.

### 2. Payment Transaction with Currency Conversion

2.1. If the Client's Payment Order includes Currency Conversion from the Available Currency to the Sent Currency for the recipient, the Client is obliged to send the funds to the special SABF account in the Available Currency to settle the Payment Transaction (Payment) with Currency Conversion so that those funds are credited to that special SABF account by the Payment due date specified in the Payment Order. If the Client fails to meet this obligation, SABF

2.1.1. is not obliged to execute the Payment Order requested by the Client and is exempted from all its obligations accepted when receiving the Payment Order, and

2.1.2. may withdraw from the agreed transaction by telephone or by e-mail and bill the Client for the costs incurred as a result of the non-execution of the Payment Order with Currency Conversion. SABF may also bill the Client for the costs incurred as a result of the non-execution of the Payment Order with Currency Conversion due to the Payment Order having been withdrawn by the Client, with the exception of cases where the Client is entitled to withdraw a Payment Order with Currency Conversion by the deadlines specified by the APT.

2.2. In the event that the Client and SABF agree to extend the due date of the Client's Payment Order with Currency Conversion, the Client also accepts the corresponding extension of all the statutory deadlines for making an order (Section 168 to Section 171 of APT) as well as the duty to reimburse SABF for the costs incurred by SABF as a result of the extension of the due date of the Client's Payment Order; the amount of these costs will be agreed by SABF and the Client when arranging to extend the Client's Payment Order.

## VII. Negotiating a Transaction

1. A Transaction is negotiated the instant the Client and SABF have approved all the terms of the Transaction, i.e. the minimal details required for the Transaction stated in the Art. 2.3 of Framework Agreement; these terms may be approved in the following ways:

1.1. **by telephone** – via one of the dedicated SABF telephone lines, after the identity of the Client/User has been identified in the following manner:

1. the Client/User makes a telephone call from the telephone number specified in the Framework Agreement to the calling Client/User, and
2. the calling Client/User states their birth registration number or identity card number or part thereof as requested by SABF, and/or
3. by identifying the identity of the calling Client/User in another suitable manner.

1.2. **In writing** – by submitting details for the Transaction in paper form.

1.3. **by telephone with Confirmation** – the terms of the transaction are negotiated via the dedicated SABF telephone lines, after which SABF will issue the Confirmation and will send it to the Client/User for confirmation. The Client is obliged to confirm the Confirmation by signing it without undue delay and to send it back to SABF by e-mail/fax. These Transactions are considered concluded and the terms of the Transaction are considered agreed when the Client/User confirms the Confirmation by signing it and sends it back to SABF by e-mail/fax. In the event that the Client/User fails to return the signed Confirmation, SABF is entitled to claim reimbursement of the costs at the amount specified in these GTC.

2. A Transaction can also be negotiated using a combination of the above ways. A Transaction is considered negotiated, i.e. concluded and binding for both Contracting Parties at the instant the **terms of the Transaction are agreed, i.e. when the information required for the Transaction is passed on to SABF in the manner described in Art. VII (1.1.) to (1.3.) of these GTC or in a combination of those ways, provided that both parties have approved at least the terms prescribed for the Payment Order for that particular type of Transaction pursuant to Art. V. and VI. of these GTC.** The terms prescribed for the Transaction are considered approved when the terms are agreed to by SABF via the communication channels specified in Art. VII. (1.1.) to (1.3.) of these GTC and/or other remote means of communication and/or upon the execution of the Transaction in accordance with the Client's requirements.

3. **Confirmation to confirm a negotiated Transaction is issued in all cases when the terms of a Transaction are negotiated; the issue/non-issue of**

**Confirmation by SABF and confirmation/non-confirmation by the Client has no legal consequences, as the terms of the Transaction have been negotiated and the Transaction is binding for both Contracting Parties the instant the terms are negotiated pursuant to Art. VII. (2) above; however, this does not apply if a Transaction is negotiated following the procedure described in Art. VII. (1.3.) of these GTC. Assuming that the procedure described in Art. VII. (1.1.) to (1.3.) is not followed, i.e. particularly that the Client/User cannot be identified in the manners described above, particularly due to the fact that incorrect identification details have been given, SABF will inform the Client/User of this fact, will send the Client/User Confirmation of the negotiated terms of the Transaction and will inform the Client/User that they are obliged to sign to confirm the Confirmation without undue delay and send it back to SABF by e-mail/fax. These Transactions are considered concluded and the terms of the Transaction negotiated the instant the Client/User signs to confirm the Confirmation, sends it back to SABF by e-mail/fax and SABF receives it. In the event that the Client/User fails to return the signed Confirmation, SABF is entitled to claim reimbursement of the costs at the amount specified in these GTC and SABF is also not obliged to execute the Transaction.**

4. A Payment Order is considered to have been accepted the instant the terms of the Transaction are negotiated in the manner specified in Art. VII. (1., (2)) or (3) of these GTC; if the terms of the Transaction were negotiated after the Moment Near the End of SABF Operating Hours, they are considered accepted at the beginning of the Operating Hours of the following working day.
5. SABF must be informed of the withdrawal of a Payment Order by the Client/User via the telephone number used to negotiate the terms of the Payment Order; this information must be sent by e-mail to the address of the person appointed by SABF with whom the Client/User negotiated the Transaction, and must also meet the requirements stipulated in Section 160 of the APT.
6. SABF may only refuse to execute a Transaction in compliance with the relevant provisions of the APT and SABF must notify the Client/User of this fact by sending a message to the registered e-mail address of the Client/User. SABF is also entitled and/or obliged to defer the execution of a Transaction in cases stipulated by the legislation on measures aimed at combating the legalisation of proceeds from crime or other applicable legislation. If, based on its expertise and experience, SABF has reason to suspect that, based on the data provided by the Client/User for the execution of a Payment Transaction, the Payment Transaction will not be credited to the payment recipient as expected, SABF is entitled to refrain from executing the Payment Transaction. SABF will immediately inform the Client of this fact by sending a message to the Client's registered e-mail address on in another demonstrable manner.

#### VIII. Fees, Costs

1. The Client undertakes to pay SABF for the services it provides, particularly the fee for Payment Transactions and Non-cash Foreign Currency Transactions, or the price of the service provided, at the rate specified in an individual arrangement with the Client or according to the terms defined by these GTC and the Services Price List.
2. SABF becomes entitled to claim the payment the instant a service is duly provided or a Payment Transaction and/or Non-cash Foreign Currency Transaction is executed, regardless of whether or not the Client profits or gains any other advantage.
3. The Client is aware and explicitly consents to the fact that a fee is charged for all services provided by SABF under the Framework Agreement according to the current Services Price List, which is published on the Website. The Client undertakes to pay all the fees stipulated by the Agreement, these GTC and/or the Services Price List and/or by individual agreement with the Client for the services provided and Payment Transactions and Non-cash Foreign Currency Transactions executed. SABF may make reasonable changes to the Services Price List. SABF is entitled to propose a change to the Services Price List to the Client particularly for the reasons specified in Art. XIII. (2).1 of these GTC. Any change to the Services Price List is made using the procedure and by the deadlines specified in Art. XIII. (2).1. - 2.3. of these GTC.
4. The Client undertakes to reimburse SABF for any costs incurred by SABF in relation to the enforcement and protection of its rights in connection with the Agreement as a result of a breach of the Client's obligations stipulated by the Framework Agreement. In addition to the costs specified in the relevant provisions of these GTC, the Client undertakes to reimburse SABF for all damages incurred by SABF as a result of the breach of the Client's obligations stipulated by the Framework Agreement, comprising actual damages and loss of profit.
5. SABF is entitled to bill the Client for any other expenditure, costs, interest on arrears or contractual penalties incurred by SABF (or claimable by SABF) during the fulfilment of its obligations under the Framework Agreement. In the case of Non-cash Foreign Currency Transactions and Payment Transactions with Currency Conversion SABF's costs are set as a flat-rate sum amounting to 1% of the sum designated for the foreign currency transaction. SABF's costs include fees and similar payments charged to SABF by the correspondent bank or other banks during the transfer of funds to the recipient's account for a particular Transaction, particularly costs incurred due to erroneous or incomplete payment instructions issued by the Client/User. The Client and SABF have hereby explicitly agreed that these fees will be billed to the Client on the basis of an invoice issued by SABF, unless the Framework Agreement specifies a different arrangement for their payment.
6. SABF is entitled to deduct (offset) a sum equivalent to the fee specified in VIII. (1) of the GTC to cover the costs, interest on arrears or contractual penalties directly from the Client's Subaccount (if such a Subaccount exists). In the event that the Subaccount is held in a currency other than

the currency in which the payment is charged, SABF may deduct (offset) those sums from the Subaccount held in the different currency, converted at the CNB central rate applicable on the date on which the receivables became offsettable. This applies for all types of services and payments arranged between the Client and SABF.

7. In accordance with the provisions of Section 1991 of the Civil Code, SABF is entitled to offset a receivable due for a service provided, a Payment Transaction and/or Non-cash Foreign Currency Transaction executed and all other monetary receivables under the Framework Agreement against any of the Client's monetary receivables owed by SABF; this does not affect SABF's rights specified in Art. IV. (5), Art. IV. (8) and Art. VIII. (6) of these GTC.
8. SABF and the Client have agreed to preclude the application of Section 1971 of the Civil Code and that SABF has the right to claim any damage compensation, regardless of whether it is covered by interest on arrears. SABF also has the right to claim compensation for damages incurred through a breach of obligations for which a contractual penalty is charged.

#### IX. Settlement Deadlines, Information and Notification Duty

1. Payment Transactions and Non-cash Foreign Currency Transactions will be settled in accordance with the relevant APT provisions during Current Operating Hours. Immediately after the settlement of the Payment Transaction or Non-cash Foreign Currency Transaction, no later than by the end of the following working day after the settlement of the Transaction, SABF will send confirmation of the settlement to the Client's e-mail address. SABF is also obliged to e-mail the Client a document summarising the completed Transactions containing confirmation of all Transactions negotiated in the given month. SABF may also comply with the obligation stipulated in this article by sending one document containing all the details of Transactions settled in that given month.
2. The Client is obliged to notify SABF of the theft or loss of access rights (profile) enabling the execution of Payment Transactions or Non-cash Foreign Currency Transactions through SABF or any unauthorised transactions immediately after such an event occurs. This information must be reported by telephoning 267 220 201 or e-mailing obchod@sab.cz. The Client's access rights will be blocked by SABF after this information is received. At the Client's request SABF will send the Client details of how to re-activate its user account.

#### X. Protection of Personal Data, Duty of Confidentiality and Timeliness of Data

1. SABF processes personal data to the extent Client and User specified in the Framework Agreement (full names, addresses, birth registration numbers, etc.) and via other media in relation to the conclusion of Transactions under the Framework Agreement. SABF processes the Client's personal data for the purposes of this Framework Agreement, for keeping records and databases of Clients and in order to meet its statutory obligations. SABF declares that Client's data will be handled in accordance with regulation of the European Parliament and of the Council (EU) 2016/679 of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing of directives 95/46/ES (hereinafter referred to as "The General Personal Data Protection Regulation"). Any natural person, besides the Client and the User, are data subjects having the protection provided by the General Personal Data Protection Regulation. Personal data will be managed and processed for the duration of the contractual relationship and for a further 10 years after its termination. The Client is aware that in accordance with Act No. 133/2000 Coll., on population records and records of birth registration numbers and on the amendment to certain acts, as amended, SABF is entitled to process birth registration numbers under special legislation. The Client and the User have the right to access their personal data and for understandable and clear information about how SABF uses these informations, the right to request clarification, the right to revoke consent to the processing of personal data, the right to erasure of personal data, the right to correction and addition of personal data, the right to portability, the right not to be subject to automated decision making, the right to restrict processing, to file an objection or a complaint to the Office for personal data protection. Further information on the processing of personal data is published on [www.sab.cz](http://www.sab.cz).
2. The Client – a legal entity – declares that its current statement from the Commercial Register hosted at [www.justice.cz](http://www.justice.cz) contains up-to-date information about the Client. If the Client is registered in a register other than that specified by law, it undertakes to provide SABF with an excerpt from that register (no more than 3 months old) prior to the conclusion of the Framework Agreement. The Client also undertakes to provide proof of identity (e.g. identity card, passport) of the person representing the Client – a legal entity and Users. The Client consents to allow copies to be made of all documents, particularly the personal documents of the Client and Users provided or to be provided to SABF in connection with the Framework Agreement and declares that it has also acquired the relevant consent from these persons.
3. The Client is aware of the fact that the activities of SABF are subject to oversight by CNB and state surveillance, and therefore the Framework Agreement, as well as other documents, information and personal data relating to the Client and to the performance of the Framework Agreement to which SABF has access may be made available to institutions with surveillance or oversight over SABF, to which the Client grants explicit consent by signing the Framework Agreement. Such documents, information and personal data make only be made available to the extent necessary for the given situation and in accordance with the applicable legislation.
4. The Contracting Parties undertake to use all information constituting a Trade Secret and Protected Information of the other Contracting Party

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that comes to their attention in relation to the performance of the Framework Agreement solely for the purposes specified in the Framework Agreement and/or these GTC and in accordance therewith.

### 5. The Contracting Parties undertake to:

- 5.1. ensure that Protected Information and information constituting a Trade Secret that they receive is protected in a manner usual for the confidentiality of such information. The Contracting Parties are particularly obliged to ensure that no unregistered copies are made of any documents or records they receive,
  - 5.2. ensure that all their employees, representatives and all persons granted access to information constituting a Trade Secret or Protected Information in accordance with the Agreement or these GTC maintain confidentiality in relation to that information and that they maintain the same degree of confidentiality concerning Protected Information and information constituting a Trade Secret as the relevant Contracting Party.
6. Neither of the Contracting Parties is authorised to pass on and/or otherwise grant access to Protected Information and/or information constituting a Trade Secret to any third party, or to use such information for any purpose other than that for which it was provided, unless it does so
- 6.1. with the prior written consent of the other Contracting Party,
  - 6.2. to comply with an obligation imposed by a generally binding law, or
  - 6.3. if explicitly permitted to do so by the Framework Agreement and/or these GTC.
7. The provisions of the Framework Agreement and/or these GTC relating to the protection of Trade Secrets and Protected Information continue to apply after termination of the Framework Agreement. The Contracting Parties are also obliged to maintain confidentiality concerning all Protected Information and information constituting a Trade Secret after termination of the Framework Agreement, until such information becomes publicly available in a manner other than through a breach of the Framework Agreement and/or these GTC, or until the Contracting Party to whom the information relates states that they no longer desire such information to be kept confidential in the manner stipulated in the Agreement and/or these GTC. In cases of doubt, it is considered that the parties desire such information to remain confidential.

## XI. Information Stipulated by the APT Prior to the Conclusion of the Framework Agreement

By signing the Framework Agreement the Client confirms that before signing the Framework Agreement it was provided with the information given in this section below as well as information about SABF as the provider of payment services and about the price of its services, upon receipt of the draft Framework Agreement, including annexes, adequately in advance before signing the Framework Agreement. This information is contained in these GTC and in the Services Price List, which are published on the SABF Website, amongst other places, and are available for the Client to download.

### Details of exchange rate used

The exchange rate used for a particular Transaction is agreed on an individual basis when arranging the Transaction by telephone and is subsequently confirmed in the Confirmation.

### Form and procedure for withdrawing consent to a payment transaction

The Client may withdraw Payment Orders submitted to SABF by the withdrawal deadline, i.e. a Payment Order may be cancelled/changed during SABF Operating Hours via the telephone numbers used for arranging Transactions. The Client may withdraw a Payment Order during SABF Operating Hours no later than one working day before the due date of the Payment Order, or before acceptance of the Payment Order.

### Deadlines for non-cash payments

If the Client meets the conditions stipulated for the Payment Transaction (the Payment Order is delivered and the funds are credited to the SABF payment account during Operating Hours), the funds will be debited from the SABF account by the deadlines specified below. If one of the conditions (the crediting of the funds to cover the Payment Transaction or delivery of the Payment Order) are met after Operating Hours, SABF is considered to have received the Payment Order on the following working day. The Current Operating Hours for the processing of Payment Orders are published on the SABF website ([www.sab.cz](http://www.sab.cz)) or stated to the Client when arranging the terms of the Transaction by telephone. Deadlines are calculated from the moment the above conditions stipulated for the Payment Transaction are fulfilled.

If the Client specifies an "EXPRESS" payment speed in the Payment Order and meets the conditions stipulated for the Payment Transaction (the Payment Order is delivered and the funds are credited to the SABF payment account during Operating Hours), the funds will be debited from the SABF account sooner (generally on the day the Payment Order is issued). The Current Operating Hours for the processing of "EXPRESS" Payment Orders are published on the SABF website ([www.sab.cz](http://www.sab.cz)) or stated to the Client when arranging the terms of the Transaction by telephone.

*Note: the Client is charged a fee for "EXPRESS" payments in accordance with the SABF price list.*

SABF will transfer the sum for the Transaction to the payment account of the recipient's bank no later than by the following deadlines:

- a) no later than by the end of the working day on which the Payment Order is received, in cases of a Payment Transaction
  - a. in CZK through SABF (i.e. the same provider for SABF and the recipient) executed exclusively within the Czech Republic in the event that the transaction does not involve a currency exchange,
- b) no later than by the end of the following working day after acceptance of the Payment Order, in cases of a Payment Transaction

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- a. in CZK through SABF (i.e. the same provider for SABF and the recipient) executed exclusively within the Czech Republic in the event that the transaction involves a currency exchange,
  - b. in CZK involving multiple providers for SABF and the recipient executed exclusively within the Czech Republic in the event that the transaction does not involve a currency exchange,
  - c. in CZK involving multiple providers for SABF and the recipient executed exclusively within the Czech Republic in the event that the transaction involves a currency exchange between CZK and EUR,
  - d. in EUR executed within the Czech Republic or abroad in the event that the transaction does not involve a currency exchange and no paper payment order has been given for that transaction,
  - e. in EUR executed within the Czech Republic or abroad in the event that the transaction involves a currency exchange between EUR and the currency of the European Union Member State in whose territory the currency is exchanged and no paper payment order has been given for that transaction,
- c) no later than by the end of the second working day following receipt of the Payment Order in the case of a Payment Transaction
- a. in EUR executed within the Czech Republic or abroad, which does not involve a currency exchange and for which a paper payment order has been given,
  - b. in EUR executed within the Czech Republic or abroad, which involves a currency exchange between EUR and the currency of the European Union Member State in whose territory the currency is exchanged and for which a paper payment order has been given,
  - c. in CZK executed exclusively within the Czech Republic, which involves a currency exchange between CZK and a currency other than EUR,
- d) no later than by the end of the fourth working day after acceptance of the Payment Order, in cases of a Payment Transaction
- a. in EUR executed within the Czech Republic or abroad, which involves a currency exchange between EUR and a currency other than and the currency of the European Union Member State in whose territory the currency is exchanged,
  - b. in CZK executed abroad (i.e. not exclusively within the Czech Republic),
  - c. in the currency of another European Union Member State, with the exception of EUR, i.e. in cases not involving a Payment Transaction in EUR and CZK within the Czech Republic or a Payment Transaction with a currency exchange where one party to the transaction is in CZK within the Czech Republic, the deadline is set in accordance with the terms of the Transaction agreed in the Agreement on Payment Services; the latest possible deadline is 4 working days from receipt of the Payment Order.

### Communication Channels and Method Used to Provide Information:

Communication between the Client and SABF when negotiating the terms of Transactions and concluding Transactions is via telephone, in Czech or English. Documents relating to a Transaction (such as Confirmation, transaction settlement document, etc.) are sent by fax or e-mail, as agreed with the Client.

Information about the provision of payment services is published on the SABF website. The Client has the right to receive information and the contractual terms of the Framework Agreement on Payment Services, in accordance with Act No. 370/2017 Coll., on Payment Transactions, upon request. For the duration of the Framework Agreement SABF is obliged to provide the Client with the content of this Framework Agreement and other information upon request pursuant to Act No. 370/2017 Coll., on Payment Transactions.

### Claims

Claims are settled by SABF in accordance with the Claims Policy, which is published on the SABF website in the Documents section.

If a claim filed by the Client with SABF is unsuccessful, the Client may refer the claim or complaint to the Financial Arbitration Office, address: Legerova 69, Praha 1, 110 00 ([www.finarbitr.cz](http://www.finarbitr.cz)).

The Client may also file a complaint with CNB ([www.cnb.cz](http://www.cnb.cz)).

### Change to the Framework Agreement on Payment Services

The Framework Agreement on Payment Services is concluded for an indefinite period. Either SABF or the Client may withdraw from the Agreement under the terms specified in the Framework Agreement. The procedures for making changes to the GTC and Services Price List are described in these GTC.

## XII. Liability, Declarations and Other Information

1. SABF is not liable for damage incurred by the Client or other persons as a result of the Client's breach of the obligations stipulated by the Framework Agreement, these GTC and/or the law or for any other reason, through the fault of another person, due to impediments arising in the Client's staffing or arising when the Client was in arrears with meetings its obligations, or due to impediments the Client was obliged to overcome in accordance with the Framework Agreement, or due to circumstances beyond the control of SABF.
2. SABF is not liable for damage incurred by the Client or other persons due to (a) the reasons specified in these GTC, (b) incorrect, incomplete or inaccurate information in a Payment Order, (c) incorrect information communicated by the Client to SABF, (d) an authorised User acting in violation of the instructions (interests) of the Client, the Agreement, GTC and/or the law or other regulations.
3. SABF is not liable for any damage or other detriment potentially incurred by the Client or third parties for any of the following reasons:
  - 3.1. defects or shortcomings in the software (SW), hardware (HW) or systems of the Client or third parties used by the Client to communicate with SABF,

- 3.2. the failure, interruption or unavailability of any channel of communication between the Client and SABF,
  - 3.3. unauthorised access, misuse, loss or manipulation of data during data transfers or other communication on the part of the Client,
  - 3.4. malfunctions caused by viruses on the Client's computers,
  - 3.5. unauthorised third-party tampering with the SW or HW of the Client's systems, or with the transfer of data or other communication between the Client and SABF,
  - 3.6. erroneously entered access passwords (personalised security elements) or their misuse by third parties,
  - 3.7. the non-acceptance or non-execution of a Payment Order or other instruction of the Client/other User for reasons specified in the Framework Agreement or these GTC,
  - 3.8. the inability to execute a Payment Order or other instruction of the Client/other User for reasons beyond the control of SABF.
4. SABF is not liable to the Client for any loss or damage incurred as a consequence of the risks involved in foreign currency transactions, or as a consequence of circumstances over which SABF has no control or influence. At the Client's request SABF will provide the Client with non-binding information about the state and trend in the market as it appears to SABF; this information is solely of an informative nature. Although SABF takes all the necessary precautions to ensure that the requisite information is accurate, it cannot ensure that information and recommendations reflect the actual situation and trend on the market. SABF is not liable to the Client for any loss or damage incurred by acting on such information and the Client explicitly forfeits any possible claims in relation thereto.
  5. If neither SABF nor the Client are able to obtain any information on the relevant financial market concerning the market price of the funds relevant for a given Transaction or if trading is suspended or restricted on the market in question, the terms of the Transaction will not be negotiated until after the situation has been resolved. If it is clear that the situation described above will not be resolved, or will be resolved at a time when the Contracting Parties no longer have interest in completing the Transaction, the Contracting Parties undertake to discuss the circumstances of the Transaction and agree to modify its terms in a manner ensuring that the economic substance of the Transaction remains the same as that defined in the terms before the above situation arose.
  6. If there is a significant deviation on the financial market of 4 % or more in the currency pair set by CNB for the given day, SABF is entitled to withdraw from the Transaction in writing due to extreme volatility on the financial market, and will inform the Client/User by sending notification of its withdrawal from the Transaction to the registered e-mail address of the Client/User.
  7. SABF declares that its employees will not disclose any information about the Client or the Client's transactions to third parties with the exception of cases where this is required by laws that are binding for SABF.
  8. Communication between SABF and the Client in connection with the Agreement will be via the channels specified in the Framework Agreement and in these GTC. During all communication the Client is obliged to use the identification details agreed for the given form of communication. The Client is obliged to immediately inform SABF in writing (or in another agreed manner) of any changes in the information relating to the Client provided to SABF by the Client in connection with the Agreement, particularly information relating to Politically Exposed Persons; this duty also applies to changes in Users' information. Unless agreed otherwise, changes in information become effective for SABF on the following working day after delivery of the notification described in the previous sentence.
  9. **By concluding the Framework Agreement the Client allows SABF to automatically record telephone calls between representatives of SABF and the Client using SABF's equipment and to subsequently archive such recordings for the duration stipulated by law and/or for 5 years after the completion of the Transaction; whichever is longer.** The Client also explicitly consents to the fact that in the event of a dispute such recordings may be used as evidence and SABF also undertakes to refrain from using such recordings for any other purpose, unless required to do so by other generally binding legislation or an authorised body. SABF is not obliged to provide the Client with audio recordings of telephone calls with the Client, unless this is necessary to enforce its rights or prove compliance with its obligations.
  10. The Client is aware that electronic communication, particularly via telephone, fax, electronic mail or the internet, may result in the loss, destruction, incomplete or late delivery, unauthorised acquisition, use or misuse of the data transmitted. SABF and the Client are therefore obliged to act in each case in a manner that minimises these risks as much as possible.
  11. SABF and the Client hereby establish a lien on the Client's funds registered on the Subaccount in order to secure the payment of monetary receivables owed to SABF under the Framework Agreement.

### XIII. Joint and Final Provisions

1. By entering into the Framework Agreement the Client consents to the wording of the GTC. The current version of the GTC is always available on the Website.
2. **Changes to the Framework Agreement and/or GTC**
  - 2.1. SABF is entitled to make reasonable changes to the Agreement and/or GTC, particularly (although not exclusively) as a consequence of changes in the law, the introduction of new services, a change in the way services are provided or developments in services provided, developments on the investment and banking services market, including developments on the labour market, or developments on markets which influence the provision of services, compliance with SABF's duty of prudence, etc. In such a case SABF will inform the Client of the change to the Framework Agreement and/or the GTC on the Website and will send information

about the change and the new wording of the Framework Agreement and/or GTC to the Client's e-mail address, at least 2 (two) months before the change becomes effective. The term change does not include corrections of errors or changes of an administrative or mechanical nature. The Client undertakes to read the new wording of the Framework Agreement and/or GTC.

- 2.2. **If the Client does not confirm its consent to the proposed changes to the Framework Agreement and/or GTC in writing, no later than by the day the changes are to become effective, the changes are considered binding for the Client from the date on which they become effective.**
- 2.3. If the Client rejects SABF's proposal to change the Framework Agreement and/or GTC, it has the right to withdraw from the Agreement free of charge and with immediate effect before the date on which the change to the Framework Agreement and/or GTC becomes effective; this meets the criteria stipulated by Section 1752 of Act No. 89/2012, the Civil Code, as amended.
3. If the GTC are drawn up in a language other than Czech, the Czech version always takes precedence and is used exclusively.
4. **These GTC are effective as of 25 May 2018.**