

The General Terms and Conditions of SAB Finance a.s. for Natural Persons (Consumers)

I. General provisions

- 1. These General Terms and Conditions of SAB Finance a.s. (hereinafter the “GTC”) with registered office at Na Příkopě 969/33, Staré Město, 110 00 Prague 1, ID No. 24717444, entered in the Commercial Register lodged with the Municipal Court in Prague, Section B, File No. 16383 (hereinafter “SABF”), issued in accordance with the provisions of Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “Civil Code”), define the basic terms under which SABF provides its Clients - natural persons (consumers) with Payment Services consisting in the execution of Transactions (as defined below).
- 2. SABF provides the Client with Payment Services not individually specified on the basis of the Framework Agreement on Payment Services entered into between SABF and the Client (hereinafter the “Framework Agreement”), as amended and including any annexes, in particular these GTC. Unless indicated otherwise by the Framework Agreement, the provisions of the Framework Agreement take priority over GTC.
- 3. Information about SABF as the Payment Services provider: SABF (identification details above), e-mail: 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 (hereinafter the “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 the APT (hereinafter the “Payment Services”).
- 5. The Client agrees to 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 they have access to the internet service, use that service regularly, and have 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.
- 6. 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 Framework 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-mails and letters with commercial communications associated with the services offered by SABF. This consent is voluntary and may be withdrawn by the Client at any time.

II. Terms and definitions

- **Current Operating Hours** – individual moments of time stated on the Website in the document “Cut-off times of SAB Finance a.s.”, where if a Client’s Payment Order is to be settled on the agreed Date of Settlement it is essential for the Client to comply with the Conditions for executing the Transaction no later than by the end of the given SABF cut-off time (stated for a given transaction type in the above document) on the agreed Date of Settlement of the specific Payment Order. In such case SABF guarantees settlement of the Client’s Payment Order received (in accordance with Article VII) on the agreed Date of Settlement of the Payment Order, i.e. the sending of the funds from the SABF account to the bank account of the recipient. If the relevant cut-off time is not met, the Payment Order will be settled once the Conditions for executing the Transaction are met in the standard deadlines stated in Article XI of these GTC.
- **American Entity** – 1) an individual who is a citizen of the United States of America (hereinafter the “USA”) and/or is a USA resident. USA resident is defined in the USA tax regulations 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)** – purchase or sale of funds either in Czech or a foreign currency in return for funds in a different currency, provided that such funds are received from the Client or made available to the Client by a cashless transfer, wherein these Client funds are not transferred to a third party (Payment) but only used for currency exchange and the transfer of such converted funds at the request of the Client to the Client’s bank account stated in the Framework Agreement or an amendment thereof (or determined in accordance with the Framework Agreement); such transactions are realized by a cashless transfer of the funds according to the transaction conditions agreed with the Client and on the basis of the Client’s instruction under the agreed terms of transaction.
- **Services Price List** – list of prices of SABF Payment Services, available on the Website, which forms an integral part of the Framework Agreement.
- **CNB** – the Czech National Bank, with its seat at Na Příkopě 28, 115 03 Prague 1, which is the competent supervisory authority over payment services provided by SABF.
- **Available Currency** – the currency entrusted by the Client to SABF for the purpose of executing its Payment Order.
- **Date of Settlement** – the date agreed between SABF and the Client for mutual delivery of funds as part of a given Transaction. Delivery by the Client means the crediting of the relevant amount of funds, including any relevant fees to the SABF Special Account provided to the Client for this purpose, and delivery on the part of SABF is the debiting of the relevant amount of funds pursuant to the Client’s Payment Order.
- **Certificate of Settlement of Transaction** – confirmation of settlement of the Payment Transaction or Non-Cash Foreign Currency Transaction sent to the Client in accordance with Article X (1) of the GTC.
- **Delivery of Payment Order** – the moment of binding agreement to conditions of a Transaction in the manner and with the particulars set out in Article VII (1) to (3) of the GTC, or other particulars prescribed by the relevant Contractual Documentation governing individual SABF products in the GTC not explicitly addressed (depending on the type of Transaction).
- **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 Framework Agreement or negotiations for 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 amendments, 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, official secrets).
- **Direct Debit** – non-cash transfer involving the receipt of funds via the SABF Special Account, at the request of the Client as the payment recipient, if the payer is a third party; this is made via a Direct Debit Payment Order (“Direct Debit Notification” form).
- **Website** – the website of SABF www.sab.cz.
- **Client** – an exclusively non-entrepreneurial natural person who has entered into an Agreement with SABF for the provision of Payment Services.
- **Confirmation** – certificate on the conclusion of Transaction on the SABF’s form entitled *Confirmation of foreign exchange trade, Confirmation of receipt of Payment Order*.
- **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 negotiating 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.
- **Payment Order** – instruction issued by the Client/other User to carry out a Transaction containing all required particulars for arranging the individual type of Transaction prescribed for the given type of Transaction, i.e. Payment Order for Payment, Direct Debit Payment Order (Direct Debit Notification), Non-Cash Foreign Currency Transaction Payment Order; Payment Orders issued by the Client can be delivered to SABF in any of the forms specified in the Framework Agreement or in Art. VII (1.1) to (1.4) of these GTC or their combinations, or with regard to the established business practice of the parties some of its requisites may be implicitly agreed and/or determined by reference to the document that SABF receives from the Client in connection with the relevant Payment Order and from which it is possible to unambiguously determine such requisites (e.g. the beneficiary’s account number stated on the invoice delivered to SABF by the Client, on the basis of which the Payment Order is to be executed according to the Client’s instruction).
- **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.
- **Non-Cash Foreign Currency Transaction Payment Order** – a Payment Order with the particulars specified in Article V (2) of the GTC.
- **Payment Order for Payment** – a Payment Order with the particulars stated in Article VI (1) 1.1.1 of the GTC.
- **Payment Order for Direct Debit (Direct Debit Notification)** – a payment order with the particulars stated in Article VI (2) 1.2.1 of the GTC.
- **Payment Transaction** – Payment or Direct Debit.
- **Conditions for Executing a Transaction** – the following conditions, which must be met on a cumulative basis in order to execute (settle) a Transaction: (i) Delivery of a Payment Order, (ii) sufficient balance of Client’s funds on the Date of Settlement during Current Operating Hours, (iii) the Date of Settlement has occurred (if agreed), (iv) proper presentation of all required documents by the Client; fulfilment of any additional applicable conditions specified in the relevant Contractual Documentation.
- **Subaccount** – registration payment account held by SABF for the Client which is automatically set up upon execution of the Framework Agreement, which is used to record the Client’s funds entrusted to SABF for

the purpose of executing Transactions. Subaccounts may be held in the currencies specified in the List of Available Currencies.

- **Politically Exposed Person** –
 - 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 beneficial owner of the same legal entity, or a trust fund, as a person under letter a), or a person in any other close business relationship with a person under letter a), or 3) the beneficial owner of a legal entity, or a trust fund, created for the benefit of a person under letter a). (A close person 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** – a licence for the activities of a payment institution under the APT granted to SABF by decision of the CNB dated 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 when the SABF telephone line is operational for receiving Client calls as well as the Operating Location, i.e. from 8:00 a.m. to 4:30 p.m. During this time the Client may arrange Transactions in the manner stated in Article VIII (1) of the GTC.
- **Operating Location** – the SABF facility located at Květková 4352, 760 01 Zlín.
- **Framework Agreement** – the Framework Agreement on Payment Services entered into between SABF and the Client, its amendments and annexes.
- **Claims Policy** – the SABF Claims Policy published on the Website. The Claims Policy may be amended by SABF to a reasonable extent. 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) 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 (in the section For Clients / Banking Connection) or on the telephone lines listed on the Website in the section Contacts/Dealing).
- **List of Users** – a list specifying the Client and/or persons authorised to act on behalf of the Client in connection with the conclusion of Transactions.
- **Contractual Documentation** – the GTC, Framework Agreement including all annexes or supplements, or the product terms and conditions of the individual products, or any other terms and conditions or documents that are marked as such.
- **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 to act on behalf of the Client in connection with the execution of Transactions. However, such persons are not authorised to change, supplement or annul the Contractual Documentation unless empowered to do so on the basis of a special power of attorney granted by the Client.
- **APT** – Act No. 370/2017 Coll., Act on Payment Transactions, as amended.
- **SABF Special Account** – a SABF account maintained in a given currency to which funds can be sent for the execution of a Transaction and which SABF provides to the Client for this purpose, while the funds are registered in this account in accordance with Section 22 of the APT.

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 enter into any other contractual document in connection with the fulfilment of the purpose and subject of the Framework Agreement, the Contracting Parties are obliged to execute 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,
 - 3.4. SABF finds or has reasonable suspicion that the Client intends to execute the Transaction outside the scope of their business activities or on the account of another person, or
 - 3.5. 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 SABF 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 the event of such a request, the Client is required to comply with SABF’s request.
- 5. SABF shall only carry out such payment orders, instructions, and requests of the Client that are complete, correct, precise, comprehensible, and carried out in accordance with the APT, the Framework Agreement, and the GTC.
- 6. The Client is not entitled to transfer, assign, pledge or otherwise burden any of its rights and/or obligations arising from the Framework Agreement and/or the relevant Transaction to a third party without the prior written consent of SABF. SABF is entitled to assign any of its claims against the Client (or any part thereof) arising from the Framework Agreement and/or the relevant Transaction to a third party provided that SABF informs the Client of such in writing beforehand.
- 7. The Client is obligated to file a complaint about incorrect data stated in any documents received from SABF without undue delay after receiving them, unless indicated otherwise in the Framework Agreement and the GTC. If the Client fails to do so, it is considered that the Client agrees to all the data specified in the given documents.
- 8. The Client is obliged to make all payments by a non-cash transfer. Cash deposits into SABF accounts held with other financial institutions are prohibited.

IV. Creation and Maintenance of Subaccount

- 1. SABF automatically opens a Subaccount for the Client upon executing a Framework Agreement. The Subaccount is used to record funds entrusted to SABF.
- 2. The Subaccounts of individual Clients are managed separately, in one or more currencies stated 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 sending 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 of the Subaccount at any time to the Client’s e-mail address given in the SABF records or in a printed form to the address given in the SABF records; the price of such sending is given in the current Services Price List.
- 7. By signing the Framework Agreement, the Client declares that the funds the Client sends to the Subaccount do not come from the proceeds of crime and that the Framework Agreement has not been executed in an effort to legalise such proceeds or to make transactions aimed at supporting or funding terrorism. In the event that there is a reasonable suspicion as to the truth of this declaration, this shall constitute a gross breach of the Framework Agreement by the Client, in which case 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.
- 9. If the Client wishes to use his Subaccount (or available funds deposited on it) when settling a Transaction, the Client is obliged to state this information at the latest when concluding the relevant Transaction together with other requisites of the Payment Order for the particular Transaction, while the Client must have available funds on the Subaccount sufficient for the settlement of the particular Transaction; otherwise, it is assumed that the relevant Transaction will be settled without the use of the Client’s Sub-Account.

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 contains in particular:
 - 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. The Date of Settlement of the Client’s Payment Order; if no Date of Settlement 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 of Delivery of the Non-Cash Foreign Currency Transaction Payment Order,
- 2.5. currency conversion exchange rate (following an agreement with a trader of the Dealing department).

3. Immediately upon Delivery of the Non-Cash Foreign Currency Transaction Payment Order, SABF will provide the Client with the following information:
- 3.1. the amount of the fees for the provision of the service,
- 3.2. 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), and
- 3.3. the SABF Special Account held in the given currency, to which funds for the Non-Cash Foreign Currency Transaction can be sent, unless the Client has stated that they wish to use their Subaccount for the settlement of the Transaction in accordance with Article IV (9) of the GTC.
4. All the necessary particulars of Non-Cash Foreign Currency Transaction Payment Order will be contained in the separate *Non-Cash Foreign Currency Transaction Payment Order* document prepared by SABF or may be contained in the Confirmation which can replace the separate Non-Cash Foreign Currency Transaction Payment Order document.
5. In the event that the Client and SABF agree to extend the Date of Settlement for the Client's Non-Cash Foreign Currency Transaction Payment Order, the Client also accepts the corresponding extension of all the statutory deadlines for execution of 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 Non-Cash Foreign Currency Transaction Payment Order; the amount of these costs will be agreed upon by SABF and the Client when negotiating to extend the Client's Non-Cash Foreign Currency Transaction 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.
6. Once the Non-Cash Foreign Currency Transaction Payment Order is delivered, the Client is obliged to send enough funds to cover the Non-Cash Foreign Currency Transaction to the SABF Special Account so that the funds are credited to the SABF Special account no later than by the Date of Settlement for the Non-Cash Foreign Currency Transaction Payment Order. If the Client fails to do so, SABF
- 6.1. is not obligated to execute the Non-Cash Foreign Currency Transaction Payment Order requested by the Client and is exempted from all obligations associated therewith, and
- 6.2. 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 failure to execute the submitted Non-Cash Foreign Currency Transaction Payment Order. SABF may also bill the Client for the costs incurred as a result of the failure to execute the submitted Non-Cash Foreign Currency Transaction Payment Order due to the Client's failure to meet the Conditions for Executing a Transaction on the part of the Client.
7. Payments may only be made to the SABF Special Account via a non-cash transfer to that SABF Special Account held by SABF in the appropriate currency.
8. The Client, or the payer of the payment to the SABF Special Account is obliged to mark the payment with an assigned unique identifier. The Client's payment identifier, which is linked to the Non-Cash Foreign Currency Transaction Payment Order submitted by the Client, is the variable symbol of the payment assigned by SABF.

VI. Payment Transactions

1. SABF performs **Payment Transactions on the basis of Payment Orders for Payment or Payment Orders for Direct Debit**. SABF particularly performs Payment Transactions associated with Currency Conversion.
- 1.1. Sending payment on the part of SABF – **Payment**
- 1.1.1. A Payment Order for Payment contains in particular:
- the identification details of the Client, as the payer,
 - the type and quantity of Sent Currency,
 - unique identifier (account number) of the beneficiary, including identification data of the beneficiary's bank,
 - 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 Date of Settlement of the Client's Payment Order for Payment; 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),
 - the amount of Available Currency paid by the Client to SABF for the purposes of its Payment Order,
 - description of the SABF Special Account and communication of a unique identifier for sending funds to execute a Payment Order for Payment if there is insufficient Available Currency in the Subaccount or if the SABF does not maintain a Subaccount for the Client, and
 - reason for payment (if required by SABF in this case).
- 1.1.2. Immediately upon delivery of the Payment Order for Payment, SABF will provide the Client with the following information:
- 1.1.2.1. the amount of fees for the provision of the service;
- 1.1.2.2. a SABF Special Account for sending funds for the purpose of executing a Payment Order for Payment, unless the Client has informed SABF that they wish to use their Subaccount for the settlement of the Transaction in accordance with Article IV (9) of the GTC.
- 1.1.3. A specimen of the written Payment Order for Payment is available on the Website.
- 1.1.4. The Client is obliged to send enough funds in the Available Currency to cover the Payment Transaction (Payment) to the SABF Special Account so that the funds are credited to the SABF Special Account no later than by the Date of Settlement of the Payment specified in the Payment Order for Payment. 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 the 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 failing to meet the Conditions for Executing a Transaction on the part of the Client.
- 1.1.5. In the event that the Client and SABF agree to extend the due date for the Client's Payment Order for Payment, 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 for Payment; the amount of these costs will be agreed by SABF and the Client when arranging to extend the Client's Payment Order for Payment. 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 for Payment, 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 payments by SABF – **Direct Debit**
- 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 Payment Order for Direct Debit (Direct Debit Notification); the Payment Order for Direct Debit 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,
 - description of the SABF Special Account and communication of a unique identifier for sending funds to execute a Payment Order for Direct Debit (Direct Debit Notification).
- 1.2.2. Immediately after delivery of the Payment Order for Direct Debit (Direct Debit Notification), SABF will provide the Client with the following information:
- 1.2.2.1. the amount of fees for the provision of the service,
- 1.2.2.2. a SABF Special Account for sending funds for the purpose of the execution of the Payment Order for Direct Debit (Direct Debit Notification).
- 1.2.3. A specimen of the written Payment Order for Direct Debit (Direct Debit Notification) is available on the Website.
- 1.2.4. In the event that, after funds from an incoming payment transaction (Direct Debit) have been paid to the SABF 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 the Payment Transaction cannot be sufficiently identified even after such provision of additional identification details, SABF shall send the relevant funds back to the payer from the account from which they were received without undue delay, but no later than within 15 days of receipt of such funds.
- 1.2.5. The Direct Debit 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 SABF Special Account and any fees associated with crediting the sum to the Client's Subaccount.
- 1.3. Payments to the SABF Special Account may only be made via non-cash transfer to the SABF Special Account held by SABF in the appropriate currency.
- 1.4. SABF shall publish on the Website a list of the SABF Special Accounts in available currencies to which funds can be sent for Payment or Direct Debit.
- 1.5. The Client, or the payer sending the payment to the SABF Special Account is obliged to mark the payment with the unique identifier assigned to it. The Client's payment identifier, which is linked to the Payment Order for Payment or Payment Order for Direct Debit (Direct Debit 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 for Payment or Payment Order for Direct Debit includes Currency Conversion from the Available Currency to the Sent Currency for the recipient, the Client is obliged to send the funds (or obliged to arrange for a third party to send the funds) to the SABF Special Account in the Available Currency to settle the Payment Transaction (Payment or Direct Debit) with Currency Conversion so that those funds are credited to that SABF Special Account by the Payment due date specified in the Payment Order. If the Client fails to do so, SABF

- 2.1.1. is not obliged to execute the Payment Order requested by the Client and is exempted from all its associated obligations, 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 failing to meet the Conditions for Executing a Transaction on the part of the Client.
- 2.2. In the event that the Client and SABF agree to extend the Date of Settlement of the Client's Payment Order for Payment 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 for Payment; the amount of these costs will be agreed by SABF and the Client when arranging to extend the Client's Payment Order for Payment.

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 particulars required for the Transaction in accordance with Art. VII (2) below; 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 verified 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
 3. by voice recognition of the Client/User against previously acquired voice recordings of the Client/User, and/or
 4. by verifying the identity of the calling Client/User in another suitable manner.
- 1.2. **In writing** – by submitting details for the Transaction (or any parts thereof) in text form (this form of delivery will be observed even in the case of delivery by e-mail).
- 1.3. **by telephone with Confirmation** – the terms of the Transaction are negotiated via the dedicated SABF telephone lines, whereupon SABF issues the Confirmation and sends it to the Client/User for confirmation. The Client is obliged to confirm the Confirmation by signing it without undue delay and send it back to SABF by e-mail. These Transactions are considered executed and the terms of the Transaction are considered agreed when the Client/User confirms the Confirmation by signing it and sending it back to SABF by e-mail. 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.
- 1.4. **other manner** – stated in the relevant product terms and conditions.
2. A Transaction can also be negotiated using a combination of the above ways. A Transaction is considered concluded, i.e. executed 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 submitted to SABF in the manner described in Art. VII (3) below, provided that both parties have agreed at least the terms prescribed for the Payment Order for that particular type of Transaction pursuant to Art. V (2)** (in the case of Non-Cash Foreign Currency Transaction Payment Order) or **Art. VI (1) point 1.1.1** (in the case of Payment Order for Payment) or **Art. VI (1) point 1.2.1** (in the case of Payment Order for Direct Debit) of the GTC.
3. The terms prescribed for the Transaction are considered agreed upon when the terms are agreed to by SABF via the communication channels specified in Art. VII (1) point 1.1 through 1.4 of these GTC and / or other means of distance communication or their combinations, or with regard to the established business practice of the parties, some of its requirements may be implicit and / or determined by reference to the document that SABF receives from the Client in connection with the relevant Payment Order and from which it is possible to unambiguously determine such requisites (e.g. the beneficiary's account number stated on the invoice delivered to SABF by the Client, on the basis of which the Payment Order is to be executed according to the Client's instruction). After agreeing upon the requisites (terms) of the Transaction pursuant to paragraph 2 above in the manner specified in the previous sentence, the Payment Order for the relevant Transaction shall be deemed to have been delivered, of which SABF shall immediately send the Client a Confirmation in the manner and under the conditions of paragraph 4 below. The absence of an agreement on the Date of Settlement of the relevant Transaction does not obstruct the Delivery of the Payment Order if the presumption of an agreement on the Date of Settlement can be applied in cases presumed by these GTC.
4. **Confirmation as a confirmation of Delivery of the Payment Order for the relevant Transaction, containing the terms of the Transaction, which were agreed within the negotiation of the Transaction in the manner pursuant to Article VIII (2) through (3), as understood by SABF, including the agreed exchange rate and any fees associated with the relevant Payment Order, is executed and sent to the Client in all cases where a Transaction is negotiated, whereas the issuance / non-issuance of the Confirmation by SABF or its confirmation / non-confirmation by the Client does not have any legal consequences, as the terms of the Transaction are agreed and the Transaction is binding for both parties at the moment of concluding the terms of the Transaction pursuant to Article VII (3) above, however, if the Confirmation is issued by SABF and sent to the Client, the Client undertakes to immediately acquaint itself with its contents and in case of any discrepancy between the information stated in the Confirmation and the Client's Payment Order, immediately contact SABF with a request for correction. If SABF does not receive a notification of an error in the Confirmation from the Client, or if SABF does not identify such an error itself, it will execute the Client's Payment Order based on the information as contained in the Confirmation. If SABF receives a request from the Client to correct the sent Confirmation, or identifies itself an error in the Confirmation, it will immediately compare the information in the Confirmation with its records of the Transaction agreement and will immediately inform the Client of the result of such comparison. If this inspection shows that the Confirmation did not correspond to the content of the record of the Transaction agreement, SABF undertakes to deliver the corrected Confirmation to the Client as soon as possible. For the avoidance of doubt, the Contracting Parties agree that the sending of funds by the Client to the SABF Special Account specified in the Confirmation is considered to be an implied acceptance of the terms of the Transaction specified in the Confirmation; however, this does not apply in the case of concluding a Transaction in accordance with Article VII (1.3) GTC, when the acceptance of the Confirmation by the Client is necessary for the binding negotiation of the Transaction (and thus also for the Delivery of the Payment Order for the given Transaction). Assuming that the procedure described in Art. VII (1.1) to (1.4) 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 the Confirmation of the negotiated terms of the Transaction and will inform the Client/User that they are obliged to sign the Confirmation without undue delay and send it back to SABF by e-mail. These Transactions are considered concluded and the terms of the Transaction agreed only when the Client/User signs to confirm the Confirmation, sends it back to SABF by e-mail 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.**
5. In accordance with Section 158 (2) of the APT, the Client and SABF have agreed that the moment of acceptance of the Payment Order is defined as the moment in which the Conditions for Executing the Transaction were fulfilled. Until the moment of proper fulfilment of the Conditions for Executing the Transaction, the Payment Order cannot be carried out by SABF and the Payment Order shall not be considered accepted. If one of the Conditions for Executing Transactions (the crediting of the funds to cover the Payment Transaction or delivery of the Payment Order) is met after the Operating Hours, SABF is considered to have received the Payment Order on the following working day.
6. SABF may only refuse to execute a Transaction after the Delivery of Payment Order in compliance with the relevant provisions of the APT and/or Contractual Documentation and SABF and 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 withhold/defer the execution of a Transaction in cases stipulated by the legislation on measures against legitimisation 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 delay the execution of the Payment Transaction. SABF shall immediately inform the Client of this fact by sending a message to the email address registered by the Client with SABF or in any other provable manner.

VIII. Fees, costs

1. The Client undertakes to pay SABF a fee or price for the services provided, in particular for the Transactions, in the amount determined on the basis of an individual agreement with the Client, or stipulated by these GTC and the Services Price List. For the avoidance of doubt, the price conditions set pursuant to an individual agreement with the Client (if concluded) take precedence over the conditions set out in the GTC and the Services Price List.
2. SABF shall be entitled to payment at the moment services are duly rendered, and/or the Transactions are executed, regardless of whether or not the Client thereby earns a profit or other benefit.
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 Framework Agreement, these GTC and/or the Services Price List and/or by individual agreement with the Client for the services provided and 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) 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 Framework 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. SABF's costs are set as a flat-rate sum amounting to 1% of the sum designated for the foreign currency transaction. The costs of SABF include among others fees or similar payments

- specified by a correspondent bank or other SABF bank during the course of conversion of funds according to the agreed Transaction to the account of the recipient, in particular those 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 Art. VIII (1) of the GTC, 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, and/or Transactions 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 compensation for damages, 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. Obligations following Settlement, Information and Notification Duty

1. Immediately after the settlement of the Transaction, no later than by the end of the following working day after the settlement of the Transaction, SABF will send as confirmation of the settlement to the Client's e-mail address the relevant *Certificate of Settlement of Transaction or Notification of Foreign Payment* (if the transaction in question is a Payment abroad). SABF is also obliged to e-mail the Client a document summarising the completed Transactions containing confirmation of the settlement 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 obligated to notify SABF of the theft or loss of access rights (profile) enabling the execution of Transactions through SABF or notify SABF of an unauthorised transaction immediately after such an event occurs. This information must be reported by telephoning 267 220 201 or e-mailing reklamace@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 the Client and the User have provided them in the Framework Agreement (full names, addresses, birth registration numbers, etc.) and via other means of communication in relation to the conclusion of Transactions under the Framework Agreement. SABF processes the Client's personal data for the purposes of the Framework Agreement, for keeping records and databases of Clients and in order to meet its statutory obligations (particularly Act No. 253/2008 Coll., on Selected Measures against Legitimation of Proceeds of Crime and Financing of Terrorism). 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 Directive 95/46/ES (hereinafter referred to as the "General Data Protection Regulation"). Any natural person, including but not limited to the Client and the User, are data subjects having the protection provided by the General 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 to understandable and clear information about how SABF uses this information, 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, or right 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.
2. The Client and other Users acknowledge that SABF is entitled and also required to provide the personal data of the Client to third parties as part of legal obligations (in particular, yet not exclusively, those associated with measures against money laundering).
3. The Client undertakes to ensure that the identity card(s) (e.g. ID card, passport) of the persons representing the Client on the basis of power of attorney and any Users are presented.
4. The Client is aware of the fact that the activities of SABF are subject to oversight by CNB and by governmental authorities, 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 exercising surveillance or oversight over SABF. Such documents, information and personal data may only be disclosed to the extent strictly necessary for the given situation and in accordance with the applicable laws.
5. The Contracting Parties undertake to use all information constituting a Trade Secret and Protected Information of the other Contracting Party that come 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.
6. The Contracting Parties undertake to:
- 6.1. 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,
- 6.2. ensure that all their employees, representatives and all persons granted access to information constituting a Trade Secret or Protected Information in accordance with the Framework 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.
7. 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 they do so
- 7.1. with the prior written consent of the other Contracting Party,
- 7.2. to comply with an obligation imposed by a generally binding law, or
- 7.3. if explicitly permitted to do so by the Framework Agreement and/or these GTC.
8. The Client acknowledges and agrees that SABF is entitled to disclose information about the Client (including information about the Client's contractual relationship with SABF) to a third party for the purpose of any assignment of the Client's claim and/or for the purpose of other commercially justified acts in the course of its business, provided that such third party shall at all times be bound by confidentiality (contractually or by law) and prohibited from using such information in any way other than in connection with the purpose of the disclosure.
9. 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 Framework 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 Execution of the Framework Agreement

The Client declares that prior to executing the Framework Agreement and prior to the provision of the Payment Services in accordance with the Framework Agreement they were 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 they were provided with a draft of the Framework Agreement, GTC and Services Price List, including information on the individual SABF products that are listed on the website of SABF and made available to the client for download. The Client declares that before entering into the Framework Agreement they acquainted themselves with the draft of this Framework Agreement, GTC and the Services Price List, they understand and agree to their content, have 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 they are acquainted with all the information on the SABF website and the information obtained during the execution of the Framework Agreement.

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 revoke his/her consent to a payment transaction as long as the Payment Order for the Transaction can be revoked; the Payment Order cannot be revoked after the SABF Operating Hours immediately preceding the day on which the Payment Order is received have expired. Acceptance of a Payment Order is subject to the conditions set out in Article VII (5) of the GTC. In the event of withdrawal of its consent to the execution of a Payment Transaction and/or withdrawal of a Payment Order, the Client shall expressly inform SABF thereof no later than the end of the period during which the Client is entitled to make such withdrawal via the Informational contacts (as stated below).

After the Delivery of the Payment Order, the Client may change the Payment Order once it has been placed only with the consent of SABF, whereas the Client acknowledges liability and consents to reimbursement of the costs of such a change, which shall be agreed at the time of the change.

Deadlines for executing payment transaction

If the Client meets the Conditions for Executing a Transaction, SABF shall ensure the funds are debited from the SABF account and sent to the recipient's bank account by the deadlines specified below. Deadlines are calculated from the moment of receipt of the Payment Order in accordance with Art. VII (5) of these GTC.

If the Client specifies an "EXPRESS" payment speed in the Payment Order and meets the Conditions for Executing a Transaction, the funds will be debited from the SABF account in reduced timeframes (generally on the day of the Delivery of Payment Order). The Current Operating Hours for the processing of "EXPRESS" Payment Orders are published on the SABF website (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 Services Price List.

If the Client meets the Conditions for Executing a Transaction, SABF will send the amount designated for carrying out the Transaction to the recipient bank account by the deadlines specified below:

- a) immediately after the Payment Order is received, in cases of a 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 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 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 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 Transaction
- a. in EUR executed within the Czech Republic or abroad, which involves a currency exchange between EUR and a currency other than 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 Transaction in EUR and CZK within the Czech Republic or a 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 Framework Agreement; 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 executing Transactions is via telephone, in Czech or English. Documents relating to a Transaction (such as *Confirmation*, *Certificate of Settlement of Transaction*, etc.) are sent by e-mail. In association therewith, SABF informs the Client that it is a technical requirement for the Client to ensure access to: (i) a telephone line, (ii) internet service, and (iii) email, whereas the Client explicitly confirms that they have secured access to the above services.

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 the APT, 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 the APT.

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, Prague 1, Postal Code 110 00 (www.finarbitr.cz) or to the competent court. The Client may also file a complaint with CNB (www.cnb.cz).

Information on incorrectly executed and unauthorized Transactions

Collective provisions on the manner and time limit for reporting and liability for unauthorized or incorrectly executed Transactions:

- a) for SABF a Transaction is considered **incorrectly** executed if it has not been carried out on the part of SABF in a proper and timely manner in accordance with the Payment Order of the Client given in the manner accepted under the Contractual Documentation.

The transaction on the part of SABF has been carried out **correctly** in relation to the person of the recipient if it has been correctly recorded and booked by SABF in accordance with the unique identifier of the recipient provided by the Client (this is comprised of the account number of the recipient and the code of their bank), that is even if the Client as the payer submitted to SABF other data about the recipient, whereas its execution was not influenced by a technical outage or other defect on the part of SABF.

- b) for SABF a Transaction is considered **authorized** if the following three prerequisites are met concurrently:

1. it represents an expression of the will of the payer by which the payer expresses consent with carrying out the Transaction (this is captured in the Communication with the Client);
2. that consent must be granted prior to executing the Transaction (i.e. usually at the moment of binding agreement to the conditions of the Transaction in accordance with the Contractual Documentation);
3. upon granting consent, the process specified in the Contractual Documentation and the form for executing Transactions must be upheld.

Lack of any of the above stated prerequisites shall have the consequence that the Transaction must be considered **unauthorized**. However, the consent of a person who is authorized to act on behalf of the Client on the basis of representation, i.e. the consent of a person who the Client as the payer has granted authorization to carry out individual Transactions on behalf of the Client shall also be considered the consent of the payer (i. e. the person/s currently appointed by the Client in the Contractual Documentation to conclude Transactions).

If the Client claims that they did not authorize the Transaction or that the Transaction was executed incorrectly, SABF shall prove to such Client that this Transaction was verified, properly recorded, and executed (i.e. in particular that the amount of the alleged incorrectly executed Transaction was duly and timely credited to the account of the provider of Payment Services of the recipient of the payment in accordance with the properly authorized Payment Order of the Client), otherwise the Transaction shall be deemed unauthorized or incorrectly executed and SABF is required to remedy such incorrectly executed Transaction for the Client in the manner stated below.

As part of information following the execution of a Transaction, the Client is sent a Certificate of Settlement of Transaction to the above email address. **The Client is required to become acquainted with information about the execution of a Transaction immediately after SABF makes it available to them, and in the event that any discrepancy is discovered or it is suspected that a Transaction was not executed correctly or was not properly authorized on their part, the Client shall immediately notify such discovery to SABF** (hereinafter "**Notice**"). The Client is required to carry out the Notice via the communications channels designated by SABF for receipt of claims in the Claims Policy of SABF, namely:

- (i) via email to reklamace@sab.cz; and/or
- (ii) by telephone via recorded phone lines at 267 220 229; and/or
- (iii) in person or in writing at the SABF branch office, Květková 4352, 760 01 Zlín or in writing to the headquarters of SABF, Na Příkopě 969/33, Staré Město, 110 00 Prague 1
- (hereinafter "**Informational Contacts**").

Notices are received by SABF via Informational Contacts every business day during Operational Hours.

The Client is enabled to inform SABF in the above manner if the Client is convinced that an unauthorized or incorrectly executed Transaction has been carried out.

The Client shall bear the loss due to unauthorized Transactions as follows:

- (i) only up to the amount of EUR 50 (or the equivalent in foreign currency) if this loss was caused by the use of a lost or stolen means of payment, or the abuse of a means of payment, in the event that the Client did not ensure the security or report the loss of their personalized security elements allowing

access and operation of the means of payment. A means of payment is defined in the conditions of SABF as a platform providing access to the online client account, enabling among other functions the concluding of certain online Transactions, if made available to the Client by SABF; the responsibility of the Client under this point shall not apply, however, if the Client has not acted in a fraudulent manner and also:

- a) the loss, theft, or abuse of the means of payment could not have been determined prior to the execution of the unauthorized Transaction, or
 - b) the loss, theft, or abuse of the means of payment was caused by actions on the part of SABF; or
- (ii) in full if the loss was caused by their fraudulent behaviour or due to having breached intentionally or through gross negligence any of their obligations stated in the Contractual Documentation.

Client liability under para. (i) and/or (ii) above shall not apply if the Client did not act fraudulently and the loss was incurred after the Client submitted Notification in the manner stated above, or if SABF failed to ensure that Informational Contacts were available to the Client. The Client shall also not bear the loss in the event that SABF has breached its obligation to require strong verification of users of payment services, provided that such obligation is imposed by the APT or other legal regulations, and has not claimed any exception to this obligation.

The Client has the right to submit Notification of an unauthorized and/or incorrectly executed Transaction to SABF immediately upon discovering it, **however no later than within 13 months of the date the Transaction was executed**. However, the time limits for notification of an unauthorized or incorrectly executed Transaction shall not begin to lapse in the event that SABF has breached its obligation stated in Sections 142, 143, 146 or 147 of the APT, and unless SABF has at least fulfilled this obligation ex-post. Upon expiration of the relevant time limit, the responsibility of SABF for the unauthorized or incorrectly executed Transaction and the associated obligations of SABF under the APT are waived. SABF is liable to the Client for an incorrectly executed Transaction under Section 183 of the APT. In the event of an incorrectly executed Transaction by a bank with which SABF holds its own payment account, SABF is obligated to request of the bank that executed the incorrectly executed Transaction to carry out a remedial settlement pursuant to Section 20c of the Act No. 21/1991 Coll., Act on Banks, as amended (hereinafter the Act on Banks"). SABF does not carry out a payment transaction for the Client in the sense of Section 176 of the APT for which the payment order has been given by the recipient or by the payer via the recipient.

If the Client states an incorrect unique identifier of the recipient, SABF shall exert all effort that can be reasonably expected of them for the funds of the Transaction to be returned to the Client. If requested by the Client in writing, SABF shall report to them all data available and needed by the Client for exercising the right to the return of the funds against the recipient before the court or any other relevant authority.

SABF is not liable to the Client for an unauthorized or incorrectly executed Transaction including any failure to uphold specified time limits for carrying out payment transactions under Art. XI of the GTC if SABF has been prevented from performing the relevant obligations by unforeseen unusual circumstances independent of the will of SABF and whose consequences SABF could not revert. Similarly, if the Client has been prevented from fulfilling the obligation imposed in this document by a circumstance that is unusual, unforeseeable, independent of the will of the Client and whose consequences the Client could not revert, the Client shall not be liable for non-fulfilment of this obligation.

The right of the client arising from an unauthorized or incorrectly executed Transaction does not eliminate the right to compensation for damages or for return of unjust enrichment. However, what may be enforced by the Client from SABF by exercising rights arising from an unauthorized or incorrectly executed Transaction cannot be claimed on any other legal grounds.

Remedy of an unauthorized Transaction:

If SABF is liable for an unauthorized Transaction and SABF and the Client have not agreed to satisfy the Client in any other manner, SABF shall be required in the event that an unauthorized transaction was executed to take the following actions to remedy the unauthorized Transaction immediately, however no later than by the end of the business day following the day the unauthorized Transaction was discovered or reported by the Client through Notification via Informational Contacts:

- (i) to return the Client the amount determined for executing the Transaction, including payments made and interest foregone; or
- (ii) if the Client has a Subaccount and the funds used for the incorrectly executed Transaction were registered to the Subaccount, to return the Subaccount from which the sum intended for execution of the Transaction was debited into the condition in which it would have been if the debit had never been carried out.

The time limit of *"immediately, however no later than by the end of the following business day"* shall not begin to lapse if SABF has a reason to suspect that the Client has acted in a fraudulent manner, if SABF reports this along with a justification in writing to a supervisory authority.

If the loss from the unauthorized Transaction is borne under point no. 1 by the Client, the process described above shall not apply.

Remedy of an incorrectly executed Transaction:

If SABF is liable for an incorrectly executed Transaction and SABF and the Client have not agreed to satisfy the Client in any other manner, it shall be required in the event that the transaction was executed incorrectly on the part of SABF to take the following actions to remedy the incorrectly executed Transaction immediately, however no later than by the end of the business day following the day the incorrectly executed Transaction was discovered by SABF or reported by the Client through Notification via Informational Contacts:

- a) In the event that the Client informs SABF via the Informational Contacts that they **do not insist on executing the Transaction**, SABF is required to:
 - (i) return the Client a sum equal to the corresponding amount used in the incorrectly executed Transaction, including payment of fees and lost interest; or
 - (ii) if the Client has a Subaccount and the funds used for the incorrectly executed Transaction were debited from the Subaccount, to return the Subaccount from which the sum intended for execution of the Transaction was debited into the condition in which it would have been if the debit had never been carried out;

Such a procedure is mandatory for SABF solely in relation to the amount which was not credited to the account of the provider of payment services of the recipient before the Client notified SABF that they do not insist on the execution of the Transaction and under the prerequisite that SABF proves such crediting to SABF.

- b) In the event that the Client **does not inform** SABF via the Informational Contacts that they **do not insist that the Transaction be executed**, SABF is obligated to immediately ensure the crediting of the amount of the incorrectly executed Transaction to the account of the provider of the recipient in accordance with the Payment Order of the Client and also:
 - (i) return any incorrectly paid fees and lost interest to the Client; or
 - (ii) if the Client has a Subaccount and the funds used for the incorrectly executed Transaction were registered on the Subaccount, to return the Subaccount from which the sum intended for execution of the Transaction was debited into the condition in which it would have been if SABF had executed the Transaction correctly.

Termination and Amendment of the Framework Agreement on Payment Services
The Framework Agreement on Payment Services has been entered into for an indefinite period. Either SABF or the Client may withdraw from the Framework 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, esp. in Art. XIII (2) below.

Withdrawal from the Framework Agreement in case of its conclusion by means of distance communication (online)
If the Framework Agreement is concluded exclusively by means of distance communication (online), the Client has the right to withdraw from it within 14 days from the date of its conclusion. The withdrawal must contain at least the Client's identification (name, surname, date of birth and permanent address), be made in paper form, signed by the Client and sent to the address of the SABF's place of business or headquarters, or sent to the e-mail address podporaobchodu@sab.cz. The withdrawal shall be effective if it is received by SABF no later than the last day of this period. In the event of cancellation, the Client shall be obliged to pay all fees for services rendered for the duration of the contractual relationship. Withdrawal from the Framework Agreement does not affect the already concluded Transactions, which the Client is obliged to settle as if the withdrawal had not occurred.

Guarantee Fund
SABF holds its Clients' funds in accounts with cooperating banks as so-called special regime deposits pursuant to Section 41f of the Act on Banks. Compensation for the claim on the special regime deposit is granted to Clients in the same amount as it would be granted if each Client had funds registered in their own account. The conditions for deposit insurance, including the method of payment of compensation and other conditions, shall be stated in the relevant legislation, in particular the Act on Banks. SABF shall provide the Client, at his request, with information on the bank with which the separate account is kept in which the funds entrusted to SABF for the payment transaction are deposited.

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 meeting 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 Framework 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 for reasons beyond the control of 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. 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.
7. Communication between SABF and the Client in connection with the Framework 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 Framework 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.
8. **By executing 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 Client's rights or prove compliance with its obligations.
9. The Client is aware that electronic communication, particularly via telephone, 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.
10. 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 and/or the GTC.

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 Framework 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 the development of market practice, 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. Unless the Client notifies SABF in writing of its disagreement with the proposed changes to the Framework Agreement and/or GTC in writing, no later than the day before the proposed changes take effect, 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, they have the right to withdraw from the Framework 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 the Civil Code. For the avoidance of doubt, in the event of termination of the Framework Agreement upon delivery of the Client's rejection of SABF's proposal to amend the Framework Agreement and/or the GTC, such termination shall not affect the individual Transactions already concluded on the basis of the Framework Agreement in accordance with Article 4.3 of the Framework Agreement.
 - 2.4. Notwithstanding the preceding paragraphs 2.1 to 2.3, the Client and SABF agree that if there is a change in the legislation regulating the legal relations between SABF and the Client governed by these GTC and the relevant provisions of the GTC are no longer compatible with the mandatory provisions of the legislation, SABF and the Client shall follow the updated legislation. Amendments to the GTC consisting only in adapting their content to the provisions of the legislation shall not be subject to the procedure set out in paragraphs 2.1 to 2.3 above, nor shall other amendments to the GTC which are merely mechanical or administrative in nature. By accepting these GTC, the Client anticipates and agrees to any changes to the GTC according to the preceding sentence.
3. If the GTC are drawn up in a language other than Czech, the Czech version always takes precedence and is used exclusively.
4. If reference is made in these GTC or in other contractual documentation to certain laws or legal regulations, this always means the laws and regulations of Czech law.
5. **These GTC shall take effect on 1 March 2024 or on the date of conclusion of the Framework Agreement to which these GTC are attached, whichever is earlier.**