

**Business Terms and Conditions of J&T BANKA, a. s., for the Clear Deal service**

**Effective from 1 August 2019**

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## I. SECTION - INTRODUCTORY PROVISIONS

### 1. Data on J&T Banka

#### 1.1 Basic Data:

J&T BANKA, a.s., ID: 471 15 378  
Pobřežní 297/14, 186 00 Prague 8, Czech Republic  
entered in the Municipal Court in Prague, Section B, File 1731 (hereinafter referred to as "**J&T Banka**")

#### 1.2 Contact Information:

Tel.: Green line +420 800 707 606  
e-mail: [cleardeal@jtbank.cz](mailto:cleardeal@jtbank.cz)  
website: [www.jtbank.cz](http://www.jtbank.cz)

### 2. Data on Supervision

#### 2.1 Supervision of J&T Banka conducted by:

The Czech National Bank  
Na Příkopě 28, 115 03 Prague 1  
tel.: +420 224 411 111  
fax: +420 224 412 404  
e-mail: [podatelna@cnb.cz](mailto:podatelna@cnb.cz)  
website: [www.cnb.cz](http://www.cnb.cz)

### 3. Definition of Terms

The terms written in large initials used in these Terms and Conditions as well as in the Contract have the following meaning:

**3D Secure Code** is an alphanumeric code that confirms each payment with the Payment Card at the Trader's. When executing a J&T Banka Card Transaction, the 3D Secure Code will be sent to the Cardholder's mobile phone number. Card transactions are only conducted after entering the 3D Secure Code. The service is available with selected Traders.

**Active access** is the type of access to Internet Banking. In active access the Managing Clerk allows you to create and authorize an Application on Establishing a Banking Product, Payment Orders, Guidelines, or to change the parameters of the Banking Product to the extent available in Internet Banking. The Managing Clerk can limit access to a defined group of Banking Products.

**Authentication code** is a one-time code for signing up for Internet Banking. J&T Banka will send the authentication code by SMS to your mobile phone number.

**Authentication page** is the website page where you verify your identity within the indirect payment order service and within the Payment Account Information Service. The address of the Authentication page is [prihlaseni.jtbank.cz](http://prihlaseni.jtbank.cz)

**Authentication call** is a data message for logging in to Internet Banking or other J&T Banka services. The authentication call will be sent by J&T Banka through the Mobile Key.

**Authorization** is the consent of J&T Banka to carry out a specific Card Transaction through the Payment Card.

The **Authorization Code** is a one-time code that authorizes requests in Internet Banking. J&T Banka will send the authentication code by SMS to your mobile phone number.

The **Authorization Notification** is a data message to authorize requests from Internet Banking or other J&T Banka services. The authorization notification will be sent by J&T Banka to you through the Mobile Key.

**Authorized account** is the account that J&T Banka or a financial institution based in the European Union or a branch of such a financial institution handles for you. If J&T Banka maintains a Current Account for you, the Authorized Account is the Current Account. If J&T Banka does not maintain a Current Account for you, the Authorized Account is specified in the Contract. By means of the Authorized Account, J&T Banka pays you the funds obtained from the sale of your Investment Instruments or the funds received as income from the Investment Instruments. You can only personally request a change to your Authorized Account at Points of Sale.

**ATM** is a mechanical device used to withdraw cash or provide other services. You execute a card transaction via ATM using the Payment Card and by entering your payment card PIN.

**Banking product** is a Current Account, Deposit, Payment Card, Investing and Business. The Banking Product will be provided to you by J&T Banka under the terms and conditions of the Contract, the Offer of Products and the Clear Deal services and the Business Terms and Conditions.

**Benefits** are the goods, services or products that J&T Banka or the Business Partner of the Loyalty Program or Provider of the Loyalty Program provides for collected Loyalty Points.

**Security features** are your first name and surname, Signature Pattern, User Name for Internet Banking, Password for access to Internet Banking, Authentication Code, Authorization Code, Authentication Notification,

Authorization Notification, Password to access Phone Banking, Biometric data, or other features you agree about with J&T Banka.

**Current account** is the account that J&T Banka manages for you. Current account is a payment account pursuant to the Act on Payment Transactions. Through your Current Account, you execute and receive outgoing and incoming payments and set up your selected Banking Products.

**BIC** (Bank Identifier Code) is a SWIFT bank indicator that uniquely identifies a bank in a given country. Bank Identifier Code belongs exclusively to one bank.

**Biometric data** is your fingerprint or a photograph of your face. Biometric data is used to authorize Authentication and Authorization Notifications in the Mobile Key.

**Blocking** is the temporary or permanent suspension of the right to execute the transactions in question. Blocking a Payment Card is the temporary or permanent suspension of the right to execute through a Card Transaction through the Payment Card. Blocking Internet Banking is a temporary or permanent suspension of the right to execute transactions through Internet Banking and temporarily or permanently block access to Internet banking. Blocking Telephone Banking is a temporary or permanent suspension of the right to execute transactions through Telephone Banking and temporarily or permanently block access to Telephone banking.

**Central Depository** is an organization that maintains a central register of book-entry securities and which settles trade with investment instruments. The Central Depository is Centrální depozitář cenných papírů, a. s., registered office at Rybná 14, 110 05 Prague 1, 25 08 14 89.

**CID** (Creditor Identifier) is the Beneficiary's indicator that uniquely identifies the Beneficiary of the SEPA debit. The CID belongs exclusively to one Beneficiary.

**Custodian** is the organization that manages foreign Investment Instruments on the basis of a contract with J&T Banka.

**Payment card number** is the 16-digit number found on the front of the Payment Card. Each Payment Card has a number assigned by J&T Banka.

**Contract number** is the number you find in the header of the Contract. Each Contract has a number assigned by J&T Banka.

**Depository** is the organization that holds foreign Investment Instruments.

**Managing Clerk** is the Representative who can use Internet Banking on one's behalf.

**Proof of identity** is the document issued by a public administration body, which contains name and surname, date of birth and photograph. The identity document must be valid for at least the day following the date of signing the Contract. Proof of identity is mainly an ID card, a passport and a driving license. J&T Banka may reject a document other than the specified documents.

**Confidential information** is information that comprises the subject of banking secrecy according to the Act on Banks.

**EU/EEA** are the countries of the European Union (EU) and the European Economic Area (EEA).

**Records** are the records of J&T Banka, which includes an overview of investment instruments within the permitted Storage Investment Services Custody and management of Investment Services, including related services. Records are followed up in the Central Register of the Central Depository.

**External account** is the account that J&T Banka or a financial institution based in the European Union or a branch of such a financial institution handles for you. Through the External Account, you transfer the principal of the Deposit to the Collective Account.

**Deposit Insurance Fund** is the organization that provides for the payment of compensation of insured Deposit. The Deposit Insurance Fund is set up under the Act on Banks. The Deposit Guarantee Fund is administered by the Financial Market Guarantee System. For more information about the Deposit Insurance Fund and the payment of compensation of Insured Deposit, visit the website [www.fpv.cz](http://www.fpv.cz).

**Guarantee Fund** is an organization that provides for the payment of compensation if the merchant with securities is unable to meet its obligations toward its clients. The Guarantee Fund is established on the basis of the Act on Trade in the Capital Market. More detailed information about the Guarantee Fund and payment of compensation can be found on the website [www.gfo.cz](http://www.gfo.cz).

**Guaranteed deposit with premium** is a deposit according to Section 2680 et seq. of the Civil Code. Guaranteed deposit with a premium expires at the end of the period specified in the contract. The yield on a Guaranteed Deposit with Premium is partly or completely dependent on the development of the underlying asset.

**Timetable of administered guidelines** is the timetable for receiving and processing the Guidelines.

**Mobile Key Password** is the password for the authorization of the Authentication and Authorization notifications in the Mobile Key.

**Password for Internet Banking** allows you to use Internet Banking.

**Password for entering the telephone banking** allows you to use Telephone Banking.

**Cash Transactions** is a transfer of funds in cash. The cash transaction is mainly the deposit and withdrawal of cash, buying and selling of currency.

**IBAN** (International Bank Account Number) is an internationally standardized account number that uniquely identifies the account, country and financial institution of the payment Beneficiary. The IBAN belongs exclusively to one account. This format of the account number cannot be used in domestic payments in CZK through the Czech National Bank clearing center.

**Identification** is the procedure under the Act on Measures against the Legalization of Proceeds from Criminal Activities, which conducts the identification of people.

**Imprinter** is a mechanical device used to receive non-cash payments for goods and services or to collect cash. You will conduct a Card Transaction through Imprinter through the Payment Card and its signature.

**The Collector** is the person on whose account the debited money should be credited within the SEPA debit.

**Website** is the website [www.itbank.cz](http://www.itbank.cz). On the website, you will find information about J&T Banka products as well as services and other information.

**Internet banking** is an internet portal through which you can conduct some banking operations on the Internet and assign the selected Guidelines. Internet banking is available through the ePortal website, which can be found on the Website.

**Investment instrument** is an investment instrument according to the Act on Trading in the Capital Market, with which you can trade in the provision of Investment Services. The individual Investment Instruments for which J&T Banka accepts your Instructions, including all of their terms and conditions, can be found in the current Offer of Products and Clear Deal services.

**Investment service** is a service that J&T Banka can provide as a trader with securities.

**Investment account** is the account that J&T Banka manages for you, through which J&T Banka provides Investment Services to you in Investments. J&T Banka records your Investment Instruments and funds in the Investment Account.

**Investments** are the selected Investment Services. You convert funds for Investments into a Current Account.

**Card Transactions** are the payment of funds through the Payment Card. Card transactions may be non-cash (payment for goods and services at the Trader's) or cash (cash withdrawal). A card transaction may also be another use of a Payment Card in the Czech Republic or abroad, which has been executed in accordance with the Business Terms and Conditions.

**Control** is the control procedure under the Act on Measures Against the Legalization of Criminal Proceeds.

**Correspondence address** is the address where J&T Banka sends you documentation. Unless you specify otherwise, the Correspondence Address is the address of permanent residence/registered office.

**Exchange Rates** are communicated by J&T Banka, which contains exchange rates used in the payment system. You can find the current version of the Exchange Rates on the Website.

**Drawing limit** is the highest amount of funds J&T Banka, through Card Transactions, will allow to dispose of within a specified period of time.

**Mandate for SEPA debiting** is the consent and authorization that the Payer will provide to the Beneficiary and the payment service provider of the Beneficiary to set up the debiting from a particular payment account.

**Asset account** is the account that J&T Banka manages for you in the Records. The asset account is the non-cash account of the owner of the book-entry investment instruments issued according to Czech law.

**Mobile key** is an application installed on your mobile phone and registered for your Security Feature in Internet Banking. Using the Mobile Key, you can authorize Authentication and Authorization Notifications.

**Offer of Products and Clear Deal services** is a document issued by J&T Banka, which contains information about Banking Products and Investment Services available through the Clear Deal services. Any change to the Offer of Products and Clear Deal services offer will be notified to you by J&T Banka on the Website, at least five (5) calendar days prior to the effective date of this change. You can find the current wording of the Offer of Products and Clear Deal services on the Website.

**Non-documented payment transactions** is the outgoing payment of funds abroad or the outgoing payment of cash in a foreign currency to the Czech Republic and the incoming payment of funds from abroad and in foreign currencies from the Czech Republic.

**Civil Code** is Act No. 89/2012 Coll., the Civil Code.

**Point of Sale** is a branch, workplace, and other publicly accessible area where J&T Banka provides services to its clients.

**Business partner** is the person who delivers goods, services, and products for the Loyalty Program. You enter into a contractual relationship with the Business Partner.

**Business Terms and Conditions** are the rules governing the relationship between you and J&T Banka, unless this relationship is governed by a Contract. The purpose of the Terms and Conditions is to ensure the best possible management of the contractual relationship between you and J&T Banka. The Business Terms and Conditions are the Business Terms and Conditions of J&T BANKA, a.s. for Clear Deal services. The current wording of the Business Terms and Conditions can be found on the Website.

**Business account** is an account that J&T Banka manages for you. Through the Business Account, J&T Banka provides you with Investment Services in Trading. In the Business Account, J&T Banka records your Investment Instruments and funds.

**The Trader** is the person who accepts Payment Cards as the means of payment.

**Trading period** is the period during which transactions in a given Investment Instrument may be conducted or in which stock or market transactions may be conducted.

**Trades** are the selected Investment Services. You convert funds for Trades into a Collective Account.

**Renewed deposit** is your deposit or any part thereof transferred by J&T Banka to the relevant Collective Account, from the funds of the Completed Deposit, at your request, under the terms of the Condition, the Offer of Products and Clear Deal services and the Business Terms and Conditions.

**Outgoing cross-border payment** is the outgoing payment of cash in the EURO currency, at the initiative of the payer, conducted through an institution or a branch situated in one EEA Member State and which, for the purposes of the payment of the amount to the beneficiary, has been executed into an institution or its branch in another EEA Member State. The payer and beneficiary may be the same person. The EEA includes all EU Member States and States participating to the Agreement on the European Economic Area.

**Personal data** are all information on an identified or identifiable natural person; an identifiable natural person is a natural person who can be identified directly or indirectly, mainly by reference to a particular identifier such as name, identification number, location data, network identifier or one or more specific physical, physiological, genetic, psychological, economic characteristics or the social identity of this natural person.

**Confirmation of identity** is a clear confirmation by J&T Banka of the identity of an already identified person dealing with J&T Banka. Confirmation of identity is performed by means of remote communication without the physical presence of the identified person.

**Passive access** is a type of access of the Managing Clerk to Internet Banking. Passive access of the Managing Clerk allows you to view Banking Products to the extent available in Internet Banking. The Managing Clerk can limit access to a defined group of Banking Products.

**PayPass** is a contactless technology that allows the cashless or cash provision of J&T Banka's consent to execute a specific Card Transaction through the Payment Card. The granting of consent will be conducted by attaching the Payment Card to a contactless POS terminal or ATM. The entering of the Payment Card PIN is not required in the Czech Republic for payments lower than CZK 500. The specified limit is set by the Mastercard Europe Card Association and may vary for each country. Upon reaching a certain number of contactless transactions, you are asked to enter the payment card PIN and insert the Payment Card into the POS terminal.

**Payment Card PIN** (Personal Identification Number) is a numeric code used to authenticate you in electronic payment systems capable of executing Card Transactions. J&T Banka will transmit the payment card PIN to the Cardholder along with the Payment Card. Entering this code is unambiguous consent when conducting a Payment Card Authorization.

**The Payer** is the person from whom the money is amortized to make an outgoing payment.

**Card validity** is the date on which you may execute the Card Transactions. You can find your card validity at the front of your Payment Card.

**Payment card** is an electronic payment instrument used to execute cashless, cash or other payment transactions. The payment card is non-transferable to third parties. The payment card includes among other things, personal data on the about you, Signature Strip, Magnetic Strip and Chip, and security features prescribed by the Mastercard Europe Card Association. The Payment Card will be provided to you by J&T Banka under the terms and conditions of the Contract, the Offer of Products and the Clear Deal services and the Business Terms and Conditions.

**Payment limit** is the highest cash amount that J&T Banka will allow you to be able to dispose of within a specified period.

**Payment order** is your unambiguous and comprehensible order for J&T Banka to execute an outgoing or incoming payment.

**Signature strip** is a strip located on the back of the Payment Card, where your handwritten signature is located.

**Signature pattern** is your signature is specified in the Contract. The Signature Pattern is also the signature that you will declare to J&T Banka in the required manner, which will be your Signature Pattern after signing the Contract. Unless otherwise agreed and if you have multiple Banking Products, the Signature Pattern is the same for all Banking Products.

**Subordinate deposit** is a deposit according to Article 63 of Regulation (EU) No. 575/2013 of the European Parliament and of the Council, on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012.

**The Guidelines** are your clear and comprehensible order for J&T Banka to conduct any negotiations. The Guidelines are, in particular, the Guidelines for the Purchase of Investment Instruments and the Guidelines on the Sale of Investment Instruments.

**POS terminal** is an electronic device with contact or contactless technology used to receive non-cash payments for goods and services or for cash withdrawals. You execute the Card Transaction through the POS Terminal with the Payment Card and, optionally, by entering the PIN of the Payment Card or by signing it.

**Provider of the loyalty program** is the organization that operates the Loyalty Program. The provider of the loyalty program is Berkshire BLUE CHIP, a.s., with registered office at Dvorakovo nábrežie 10, 811 02 Bratislava, Slovak Republic, ID: 35818263, registered in the Commercial Register of the District Court of Bratislava I, Section: Sa, File Number 2784/B.

**PPN**, according to Section 97 of the Act on Trading in the Capital Market, is the suspension of the exercise of the right of ownership in the Records to handle the investment instrument.

**Business Day** is the day when J&T Banka performs banking activities during the Hours of Operation. A Business Day is not Saturday, Sunday, a free day or a day of rest in the Czech Republic.

**Rules for implementing guidelines** are the rules governing the transmission and implementation of the Guidelines. The purpose of the Guidelines for the implementing of guidelines is to ensure the best possible outcome within the provided Investment Services. You can find the current text of the Guidelines on the Website.

**Sales document** is a document issued by an authorized person that serves as a proof of execution of the Card Transaction. The sales document shall be issued by the authorized person at the location where the Card Transaction was executed. The sales document contains the details of the Card Transaction. The sales document must include the Payment Card number, the date, the amount of the Card Transaction and your signature, which must be the same as the signature on the Signature Strip, or the "PIN OK" text or both.

**Hours of Operation** is the period in which J&T Banka conducts banking activities in one Business Day. The hours of operation are the hours of operation that J&T Banka has designated to deal with the public.

**Beneficiary** is the person to whose account the incoming payments are to be credited.

**Registered account** is the account that J&T Banka or a financial institution based in the Czech Republic or a branch of such a banking institution handles for you. The registered account must be a non-business account, for which you must be the sole owner. Through the Registered Account, J&T Banka will perform your identification in the event that the Contract is concluded through the Green Line or the Website with the use of postal services.

**Complaints procedure** are the rules governing the submission and handling of complaints and grievances. The purpose of the Complaints Procedure is to ensure the best possible course of complaints and grievances. You can find the current version of the Complaints Procedure on the Website.

**Fee Rates** is the communication of J&T Banka that contains fees, commissions, costs, surcharges, default interest, contractual penalties and rates charged in connection with the Contract. The Fee Rates are an integral part of the Contract. You can find the current version of the Fee Rates on the Website.

**Collection account** is the account that J&T Banka manages. The funds designated for the establishment of a Banking Product are transferred from the Collective Account. For each type of Deposit specified in the Offer of Products and Clear Deal services, J&T Banka maintains a separate Collective Account.

**Collection account of investment instruments** is the account managed by J&T Banka. Through the Collection Account of the Investment Instruments, your Investment Instruments with Custodians and Depositories are recorded. Your Investment Instruments at the Custodians and Depositories are recorded on behalf of J&T Banka.

**SDD Core** is a SEPA debiting eligible for a refund executed between consumers or between a consumer and a legal person.

**Communication of key information** is a document which, pursuant to Section 227 et seq. of Act on Investment Companies and Funds contains key information for investors. The Key Information Communication contains brief basic characteristics of the collective investment fund necessary to

understand the nature and risks of investing in this fund. The current Key Information Communication is on the Website.

**SEPA** (Single Euro Payment Area) is a regulation that, within the framework of European infrastructure, in the same manner and under the same conditions, regardless of whether it is a national or cross-border payment, allows for the operation of payment transactions in the EUR currency.

**SEPA Scheme SCT** (Sepa Credit Transfer) is an operating system for outgoing SEPA payments and incoming SEPA payments.

**SEPA Scheme SDD** (Sepa Direct Debit) is the operating system for SEPA debiting.

**J&T Group** is a regulated consolidated group of which J&T Banka is a part.

**Contract** is the Clear Deal Framework Contract that you have signed with J&T Banka. The contract is also a contract that refers to the J&T BANKA, a.s. Business Terms and Conditions for Clear Deal services.

**Information service on payment account** means a service that consists of giving information about the Current Account, which is provided through the Internet by a provider other than J&T Banka.

**Indirect submission of a payment order** means a service consisting in the submission of a Payment Order that transfers funds from the Current Account on behalf of the Payer, which is provided through the Internet by a provider other than J&T Banka.

**Telephone Banking** is a service through which you can conduct some banking transactions on the phone and assign the selected Guidelines. Telephone banking is available through the Green Line.

**Term deposit** is the deposit pursuant to Section 2680 et seq. of the Civil Code. The term deposit ends with the expiration of the term specified in the contract.

**Domestic payment transaction** is the domestic payment of funds in the CZK currency.

**Closed Deposit** are funds at the date of payment of the Deposit or any part thereof that J&T Banka will use for the establishment of the Renewed Deposit, at your request, under the terms of the Contract, Offer of Products and Clear Deal services and the Business Terms and Conditions.

**UMR** (Unique Mandate Reference) is a unique reference to the mandate that identifies the debiting relationship.

**User documentation** is a document issued by J&T Banka, which contains information and rules for the use of Internet Banking. The current version of the User Documentation can be found on the Website.

**User name for access to Internet banking** is the code for signing into Internet Banking. J&T Banka will provide you with the Internet Banking User Name for access to Internet Banking upon the establishment of Internet Banking.

**Loyalty points** are points you earn in the Loyalty Program using selected J&T Banka products. You can buy Benefits for Loyalty Points.

**Loyalty program** is a program in which you can buy Benefits.

**Deposit** is Term Deposit, Deferred Term Deposit, Guaranteed Premium Deposit, and Subordinated Deposit. The deposit of J&T Banka shall be accepted under the terms of the Contract the Offer of Products and Clear Deal services and the Business Terms and Conditions.

**Deposit with a notice period** is a deposit pursuant to Section 2680 et seq. of the Civil Code. A deposit with notice period expires on the expiry of the notice period specified in the contract. In order to terminate the deposit with a notice period, the Deposit with notice period must be terminated.

**You, the Client** is the person who has entered into a Contract with J&T Banka or who is interested in entering into a Contract with J&T Banka. Where the term "you" is used in the Contract or in the Business Terms and Conditions, the Contract shall also apply mutatis mutandis to your Representative acting on the basis of a power of attorney or another authorization.

**Statement** is a letter issued by J&T Banka, which contains an overview of your payment transactions, Card Transactions, all fees and other credit or debit transactions on the Current Account or Deposit.

**The Act on Banking** is Act No. 21/1992 Coll., on Banks.

**The Act on Income Taxes** is Act No. 586/1992 Coll., on Income Taxes.

**The Act on Investment Companies and Funds** is Act No. 240/2013 Coll., on Investment Companies and Investment Funds.

**The Act on the Protection of Personal Data** is Act No. 110/2019 Coll., on the Processing of Personal Data.

**The Act on Measures against the Legalization of Proceeds from Criminal Proceeds** is Act No. 253/2008 Coll., on certain measures against the legalization of criminal proceeds and the financing of terrorism.

**The Act on Payment Transactions** is Act No. 370/2017 Coll., on Payment Transactions.

**Act on Trading in the Capital Market** is Act No. 256/2004 Coll., on Trading in the Capital Market.

**Representative** is the person who acts for you on the basis of power of attorney or under another authorization.

**Green Line** is a special phone line (800 707 606), where you can get information about J&T Banka products, the creation of products and their management. The Green Line is open from 8:00 AM to 6:00 PM every Business Day. Outside of this time, a recorded voice is provided for your information.

**SEPA countries** are countries within the scope of SEPA. You can find a list of SEPA countries on the website of the European Council for payments: [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu).

**Intermediary** is a person who mediates the concluding of a Contract and provides you with other services for J&T Banka.

**Application on establishing a banking product** is your unambiguous and comprehensible application for J&T Banka to establish a Banking Product for you. The application must be authorized according to the Business Terms and Conditions.

#### 4. Interpretative Rules

- 4.1 The Rights and Obligations between you and J&T Banka, which are not governed by the Contract, are governed by the Business Terms and Conditions.
- 4.2 The Business Terms and Conditions are binding for you and J&T Banka to the fullest extent and are part of the Contract. The Contract takes precedence over the Terms and Conditions. The Business Terms and Conditions take precedence over statutory provisions.
- 4.3 With J&T Banka you may agree in writing that some of the provisions of the Contract or its appendices do not apply or apply differently.
- 4.4 The headings of the individual articles of the Contract and these Business Terms and Conditions are only for guidance and do not affect the interpretation of the Contract and these Business Terms and Conditions. Unless expressly specified, references to individual articles and paragraphs in these Business Terms and Conditions refer to the relevant articles and paragraphs of these Business Terms and Conditions. If it does not appear otherwise from the context of the paragraph, the terms written in large initial letters have the meaning given in these Business Terms and Conditions or in the Contract. Expressions with only a single number include the plural and vice versa. Male expressions include male and female gender, and vice versa. Unless expressly stated otherwise, the expressions concerning a person include both natural and legal persons. All references to the laws specified in the Contract and the Business Terms and Conditions will be construed as references to laws in their current and effective wording.

## II. SECTION – ESTABLISHMENT OF CONTRACTS

#### 5. Conclusion of the Contract

- 5.1 You can conclude a contract with J&T Banka in one of the methods outlined in this article.
- 5.2 You can sign a Contract with J&T Banka at Points of Sale. If you have signed a Contract outside a Point of Sale and if J&T Banka has signed the Contract at a Point of Sale, the Contract is considered to be concluded at a Point of Sale. So that the Contract thus concluded is valid and effective, all the following conditions must be met simultaneously:
  - 5.2.1 accurate, correct and complete identification of your person; and further
  - 5.2.2 if necessary, your checking of the data, and then
  - 5.2.3 the authorized employee giving you two copies of the Contract drafts and Appendices to the Contract; and further
  - 5.2.4 properly familiarizing you with the draft Contract and its appendices; and further
  - 5.2.5 these two Contract drafts duly filled in by the J&T Banka authorized employee; and further
  - 5.2.6 these two drafts of the Contract signed and handed to the authorized employee of J&T Banka; and further
  - 5.2.7 J&T Banka delivered the other documents you have requested; and further
  - 5.2.8 there are no reasons to reject the Contract; and further
  - 5.2.9 J&T Banka handed over one copy of the Contract, including its appendices, signed by J&T Banka or J&T Banka has sent you the signed Contract to your Correspondence Address.
- 5.3 You can also sign a Contract with J&T Banka through an Intermediary. So that the Contract thus concluded is valid and effective, all the following conditions must be met simultaneously:
  - 5.3.1 accurate, correct and complete identification of your person; and further
  - 5.3.2 if necessary, your checking of the data, and then

- 5.3.3 The Intermediary also handed over the Contract appendices with two copies of the draft Contract; and further
- 5.3.4 properly familiarizing you with the draft Contract and its appendices; and further
- 5.3.5 The Intermediary properly filled in two copies of the draft Contract and handed them over to you for signing; and further
- 5.3.6 You have signed two copies of a valid draft of the Contract by hand and submitted it to the Intermediary,
- 5.3.7 The Intermediary delivered your signed draft of the Contract to J&T Banka for its signature; and further
- 5.3.8 J&T Banka delivered the other documents you have requested; and further
- 5.3.9 there are no reasons to reject the Contract; and further
- 5.3.10 J&T Banka sent one copy of the Contract, including its appendices, to your Correspondence Address, signed by J&T Banka.

- 5.4 If you are a natural person, you can also enter into a Contract with J&T Banka through the Green Line or Internet Banking. In this way, a Representative cannot conclude the Contract. So that the Contract is valid and effective, all the following conditions must be met simultaneously:
  - 5.4.1 you have contacted J&T Banka through the Green Line or you have filled out the form on the Website and a courier has been the preferred way of concluding the Contract; and further
  - 5.4.2 the authorized employee filled in all the necessary data about your person in two copies of the draft Contract on the basis of the information provided by you, secured it with the signature of J&T Banka and handed them over to the courier service staff; and further
  - 5.4.3 accurate, correct and complete identification of your person; and further
  - 5.4.4 if necessary, your checking of the data, and then
  - 5.4.5 the courier service staff member has forwarded the appendices to the Contract with two copies of the draft Contract; and further
  - 5.4.6 properly familiarizing you with the draft Contract and its appendices; and further
  - 5.4.7 the courier service staff member handed to you two copies of the draft contract for signature; and further
  - 5.4.8 you have forwarded two copies of a valid draft contract, one copy of the Contract you have forwarded through a courier service staff member, and you have retained the second copy of the Contract; and further
  - 5.4.9 J&T Banka delivered the other documents you have requested; and further
  - 5.4.10 there are no reasons to reject the Contract.
- 5.5 If you are a non-entrepreneurial natural person, you can also conclude a Contract with J&T Banka through the Green Line or Website. In this way, a Representative cannot conclude the Contract. So that the Contract is valid and effective, all the following conditions must be met simultaneously:
  - 5.5.1 you have contacted J&T Banka through the Green Line or you have filled out the form on the Website and a courier has been the preferred way of concluding the Contract; and further
  - 5.5.2 J&T Banka has sent you the draft Contract in two copies and its appendices; and further
  - 5.5.3 properly familiarizing you with the draft Contract and its appendices; and further
  - 5.5.4 you have filled in all the necessary data about your person in two copies of the draft Contract and you have signed these two drafts of the Contract; and further
  - 5.5.5 you sent J&T Banka the following by post:
    - 5.5.5.1 two signed drafts of the Contract; and further
    - 5.5.5.2 two legible copies of two Identity Documents, and copies of your appearance must be taken in such a way as to allow verification of your identity; and further
    - 5.5.5.3 a copy of the statement of the Registered Account that the relevant bank has sent you to your address using the postal service or your e-mail address or which you have personally picked up at the bank's branch (a copy of the statement from the Registered Account may not be a copy of the statement obtained from the internet application of the respective bank), an extract from the Registered Account may not be older than two (2) months and must include the identification data of the relevant bank; and further
    - 5.5.5.4 and other documents that J&T Banka has requested.
  - 5.5.6 if necessary, your checking of the data, and then

- 5.5.7 there are no reasons to reject the Contract; and further
- 5.5.8 J&T Banka handed over one copy of the Contract, including its appendices to your Correspondence Address, signed by J&T Banka.
- 5.5.9 Your first payment has been credited to the Current Account or Collection Account by transferring from the Registered Account.
- 5.6 By delivering copies of two Identity Documents to J&T Banka, you agree that such copies be used for the purposes of the Contract.
- 5.7 If the Contract is valid and effective, you must send the first payment from the Registered Account within six (6) months of meeting the other conditions. Failing to do so, the Contract will cease.
- 5.8 If you are a natural person, you can also enter into a Contract with J&T Banka through Internet Banking. In this way, a Representative cannot conclude the Contract. So that the Contract is valid and effective, all the following conditions must be met simultaneously:
- 5.8.1 You and J&T Banka have entered into a Framework Contract on the Negotiation and Management of Deposit Products; and further
- 5.8.2 J&T Banka offers you the opportunity to conclude contracts in Internet Banking; and further
- 5.8.3 You have checked and confirmed the accuracy of the displayed Personal Data; and further
- 5.8.4 properly familiarized you with the draft Contract and its appendices; and further
- 5.8.5 you have signed the Contract electronically through Internet Banking; and further,
- 5.8.6 there are no reasons to reject the Contract
- 5.8.7 J&T Banka has given you with one copy of the Contract, including its appendices, with its electronic signature through Internet Banking.
- 5.9 J&T Banka may refuse to conclude contracts in particular if:
- 5.9.1 you have not fully or properly completed the draft Contract; or
- 5.9.2 you have not signed the draft Contract properly; or
- 5.9.3 your identification, Checking, or Authentication has not been performed correctly or was not performed at all; or
- 5.9.4 the result of your Checking does not allow J&T Banka to conclude any Contract with you.
- 5.10 You will be notified immediately by J&T Banka that J&T Banka has refused to conclude the Contract with you. This information will be sent to you by J&T Banka at your Correspondence Address.
- 5.11 Prior to the conclusion and duration of the Contract, at the request of J&T Banka, you must prove your identity, namely through:
- 5.11.1 Proof of identity; or
- 5.11.2 Documents proving your legal status, especially if you are an entrepreneur or a legal person; or
- 5.11.3 additional documents proving your Authentication of identity; or
- 5.11.4 the required identification data when communicating by telephone with J&T Banka; or
- 5.11.5 Your identity can also be verified by J&T Banka by a set of questions.
- 5.12 For each individual case, J&T Banka can determine the following:
- 5.12.1 what types of documents it will require; and further may determine
- 5.12.2 which documents will require an officially certified copy or the original; and may determine
- 5.12.3 which documents will require higher authentication or apostille.
- 5.13 J&T Banka will require an original or officially certified copy of inheritance, guardianship, representation, documents proving your legal status or the legal status of your Representative.
- 5.14 If a Representative is acting for you, you or your representative must provide proof to J&T Banka that your Representative may act for you. If such a decision is made by a court or other authority, such a decision must indicate its legal force.
- 5.15 By signing the Contract, the Contract declares that he/she can manage your assets used or acquired under the Contract without limitation. By signing the Contract your Representative also declares that the conclusion of the Contract, as well as any contract concluded under the Contract, has been approved by the competent authority if such approval is required. By closing each individual Contract you repeat these statements.
- 5.16 If the Representative acts for you, he/she must comply with the provisions of the Contract and the Business Terms and Conditions and other rules applicable to the representation. You must ensure that the Representative meets all these rules.
- 5.17 You must ensure that the Representative can carry out Identification or Verification of identity and, if necessary, Checking. If Identification, Verification of identity, or Checking is not possible, J&T Banka may reject the Representative.
- 5.18 On the basis of the Act on Measures against the Legalization of Criminal Proceeds, J&T Banka, at its request and without undue delay, shall provide all necessary documents to enable J&T Banka:
- 5.18.1 to obtain data on the purpose and intended nature of the business or business relationship; and further
- 5.18.2 find out the actual owner if a legal person; and further
- 5.18.3 obtain the data needed to conduct the ongoing monitoring of the business relationship, including reviewing transactions executed during the given relationship, all in order to determine whether the underlying transactions are consistent with your data and consistent with your risk profile; and further
- 5.18.4 review sources of funds.
- 5.19 If you are a US citizen, or a tax resident in the United States of America, or a personal company or business company based in the United States or established according to the legislation of the United States or if the personal company or business company is managed by a person who is a citizen or resident of the United States of America, you are obliged to deliver the relevant FATCA statement form within thirty (30) days of signing the Agreement to J&T Banka.
- 5.20 If the data you have transferred to J&T Banka in connection with the Contract changes, you must notify J&T Banka immediately, as required. At its request you must provide J&T Banka with proof of data changes.
- 5.21 If J&T Banka learns that any of your Personal Data has changed, it will immediately change it without your request or notification.
- 5.22 J&T Banka will, at your request, provide the content of the Contract you have signed with J&T Banka, including the Business Terms and Conditions and the Fee Rates.
- 6. Application for the Establishing of a Banking Product**
- 6.1 An application for the establishment of a banking product must contain all mandatory essentials. An application for the establishment of a banking product must be comprehensible, complete and legible. You may not cut or delete or overwrite an Application on the Establishing of a Banking Product. You are responsible for the completeness, accuracy and veracity of the data you have provided in the Application for the Establishing of a Banking Product. If the Application for the Establishing of a Banking Product does not comply with mandatory requirements, J&T Banka is not responsible for any damages incurred by the Application for Establishing a Banking Product.
- 6.2 You may request J&T Banka to establish a banking product in one of the following ways:
- 6.2.1 transferring funds to the relevant Collection Account; or
- 6.2.2 written in paper form to the address of J&T Banka (in person, by mail, courier, etc.); or
- 6.2.3 through Internet Banking; or
- 6.2.4 through Telephone Banking; or
- 6.2.5 written in paper form through the Intermediary; or
- 6.2.6 in another agreed manner.
- 6.3 Written applications for the establishing of a banking product that you have submitted through the use of postal services or in person must include:
- 6.3.1 Your signature according to the Signature Pattern; or
- 6.3.2 Your officially authenticated signature; or
- 6.3.3 Verification of identity by a J&T Banka employee or the Intermediary.
- 6.4 You must submit Electronic Applications for Establishing a Banking Product through Internet Banking and using the Security Features you have agreed to for this method of communication with J&T Banka.
- 6.5 You need to deliver the Application for Establishing a Banking Product on the designated telephone line and using the Security Features you have agreed on for this method of communication with J&T Banka.
- 6.6 For some Applications for the Establishing of a Banking Product, J&T Banka may only specify a method of submitting them. For some Applications for the Establishing of a Banking Product, J&T Banka may determine that the Application for the Establishing of a Banking Product must contain your officially certified signature or the Verification of identity before an employee of J&T Banka or an Intermediary.
- 6.7 If the Application for the Establishing of a Banking Product is received by J&T Banka on a day which is not a Business Day, it shall be handled on the nearest Business Day. J&T Banka will only handle the Application for the Establishing of a Banking Product of J&T Banka on the nearest Business Day if nothing else follows and if this is possible with regard to the Hours of Operation.

- 6.8 A properly submitted Application for the Establishing of a Banking Product will be processed and handled without delay by J&T Banka.
- 6.9 If you so request, J&T Banka will confirm that your Application for the Establishing of a Banking Product has been accepted.
- 6.10 You may change or cancel an Application for the Establishing of a Banking Product in the manner prescribed for submitting an Application for Establishing a Banking Product. You may change or cancel an Application for the Establishing a Banking Product only until J&T Banka can suspend the Application for the Establishing of a Banking Product and when it is reasonable to consider the circumstances.
- 6.11 J&T Banka may refuse to comply with the Application for the Establishing of a Banking Product, mainly if:
- 6.11.1 An Application for the Establishing of a Banking Product cannot be handled for objective reasons, e.g. the application was delivered to J&T Banka at a time that does not allow it to be handled; and further if
  - 6.11.2 An Application for the Establishing of a Banking Product contains incorrect or incomplete data; and further if
  - 6.11.3 An Application for the Establishing of a Banking Product is indefinite or incomprehensible; and further if
  - 6.11.4 J&T Banka suspects that an Application for the Establishing of a Banking Product is submitted by a person who is not entitled to do so; and further if
  - 6.11.5 J&T Banka has doubts about your identity; and further if
  - 6.11.6 the conclusion of a contract could lead to conflict of interest; and further if
  - 6.11.7 An Application for the Establishing of a Banking Product is inconsistent with the internal regulations of J&T Banka or legal regulations or could result in the violation of the law; and further if
  - 6.11.8 An Application for the Establishing of a Banking Product is inconsistent with the Contract or the Business Terms and Conditions; and further if
  - 6.11.9 there will be a case specified in the Contract or the Business Terms or Conditions, or without giving any reason.
- 7. Loyalty Program**
- 7.1 The provisions of this article only apply to natural persons who are non-entrepreneurs.
- 7.2 If you settle on selected Bank Products or if you use selected Investment Services, you are eligible for Loyalty Points. Loyalty points can be exchanged for Benefits.
- 7.3 You can obtain the number of Loyalty Points by settling on selected Banking Products and using selected Investment Services found on the Website.
- 7.4 Loyalty Points will be credited to you by J&T Banka and you may only draw from the Benefits if you enter into the Business Terms and Conditions of the Loyalty Program Provider.
- 7.5 Loyalty Points for Deposits will be credited by J&T Banka upon your request, which you enter through Internet Banking. You can apply for the crediting of Loyalty Points for Deposit you have not yet received by 30 December 2016 at the latest. Loyalty points for the use of selected Investment Services will be credited automatically by J&T Banka.
- 7.6 You acknowledge that the Loyalty Program is not owned by J&T Banka. The Loyalty Program is operated by the Provider of the Loyalty Program. The Loyalty Program Provider is fully responsible for the proper functioning of the Loyalty Program.
- 7.7 Concerning the Loyalty Points credited by J&T Banka, it is accounted for either as an interest expense or as a discount on the fee. In relation with the use of the J&T Loyalty Program, the Bank is not responsible for any of your tax obligations.
- 7.8 The entitlement to receive and draw on the Loyalty Points will expire at the same time as the Contract expires.
- 7.9 If you agree to this, the Loyalty Program Provider may share with J&T Banka the Loyalty Points and your transactions in the Loyalty Program.
- III. SECTION – BANK ACCOUNTS AND DEPOSITS**
- 8. Current Account**
- 8.1 The current account will be established and managed by J&T Banka for you under the Offer of Products and Clear Deal services and Business Terms and Conditions. The current account will be set up and maintained by J&T Banka in the currencies specified in the Offer of Products and Clear Deal services.
- 9. Establishing a Current Account**
- 9.1 A current account will be established by J&T Banka on the basis of the relevant Application for the Establishing of a Banking Product. Unless otherwise stated in the Application for the Establishing of a Banking Product, J&T Banka shall establish the Current Account no later than the Business Day following the day on which J&T Banka received the Application for the Establishing of a Banking Product.
- 9.2 J&T Banka does not establish anonymous Current Accounts or common Current Accounts.
- 9.3 On your Current Account, you must maintain a sufficient amount of funds to cover your obligations to J&T Banka.
- 10. Current Account Interest**
- 10.1 J&T Banka will credit interest to the funds on the Current Account with the interest rate for the credit balance. For the interest rate on your credit balance, see Offer of Products and Clear Deal services. J&T Banka may also change the interest rate during the current account period. J&T Banka publishes the New Declared Interest Rate for Current Accounts, including the day when the new Declared Interest Rates for Current Accounts in the Offer of Products and Clear Deal services.
- 10.2 J&T Banka will debit interest at the interest rate for funds in the overdrawn Current Account for the unauthorized debit balance. For the interest rate on your unauthorized debit balance, see the Offer of Products and Clear Deal services.
- 10.3 J&T Banka's interest rate is calculated through the method of actual number of days/365. The first day of interest is the same as when the funds are credited to the Current Account. The last day of interest is the day preceding the day when money is taken from the Current Account. Interest will be credited to you by J&T Banka according to the Offer of Products and Clear Deal services. J&T Banka will accrue interest to you regularly or upon cancellation of the Current Account.
- 11. Managing Funds in a Current Account**
- 11.1 You can execute non-cash payment transactions and cash payment transactions on your Current Account. J&T Banka will accept incoming payments for the Current Account. J&T Banka will make outgoing payments from the Current Account.
- 11.2 J&T Banka credits all payments on the Current Account in the currency of the Current Account. J&T Banka payment transactions are executed in CZK and also in foreign currencies. These foreign currencies can be found in the Exchange Rate.
- 11.3 The exchange rates of J&T Banka are usually set once a day. If there are significant exchange rate fluctuations on the interbank foreign exchange market, the J&T Banka Exchange Rate may change during the Business Day.
- 11.4 You are responsible for the fact that you will not breach any legal regulations in dealing with funds in your Current Account.
- 11.5 With the funds on your Current Account, you can dispose of up to the amount of the available balance.
- 11.6 The execution of Payment Orders, especially the terms of their execution, shall be governed by the relevant provisions of the Act on Payment Transactions, other relevant legal regulations, the Contract and its Appendices.
- 11.7 You can dispose of funds in your Current Account on the basis of Payment Orders, Applications for the Establishing of a Banking Product, and Guidelines. For the Current Account you can use the following types of Payment Orders, Applications for the Establishing of a Banking Product, and Guidelines:
- 11.7.1 Type of payment order for outgoing payment order,
  - 11.7.2 Type of payment order for standing order,
  - 11.7.3 Application for the Establishing of a Banking Product – Deposit,
  - 11.7.4 Guidelines for the Purchase of Investment Instruments – One-off Investment
  - 11.7.5 Guidelines for the Purchase of Investment Instruments – Permanent Investment
  - 11.7.6 Guidelines for the Purchase of Investment Instruments – Regular Investment
- 12. Deposit**
- 12.1 J&T Banka shall accept your deposit under the terms of the Contract the Offer of Products and Clear Deal services and the Business Terms and Conditions.
- 12.2 J&T Banka establishes the following types of Deposits:
- 12.2.1 Term Deposit; further
  - 12.2.2 Guaranteed Deposit with Premium; further
  - 12.2.3 Subordinated Deposit; further
  - 12.2.4 Deposits with Notice Period.
- 12.3 Upon the closing of the Contract, J&T Banka will provide you with the current Offer of Products and Clear Deal services, which includes the various

types of Deposits and the numbers of the relevant Collection Accounts to which are transferred funds equivalent to the Deposit. Before establishing the Deposit, you must verify whether the Offer of Products and Clear Deal services has been changed on the Website. If a change has occurred, you must come from the current version of the Offer of Products and Clear Deal services on the Website.

### 13. Establishment of Deposit

- 13.1 J&T Banka will base the deposit from the Collection Account or the Current Account. The deposit will be established by J&T Banka on the basis of a Contract on a Deposit concluded according to this Contract. In order to conclude a Contract on a Deposit, you must submit a Contract on Establishing a Deposit from a Current Account or a Collection Account.
- 13.2 The Contract on a Deposit will be established and J&T Banka will establish the Deposit if J&T Banka receives an Application for the Establishing a Deposit and if the specified amount has at least the amount of the Deposit. In such a case, the Contract on a Deposit will be established and J&T Banka will establish the Deposit at the latest on the Business Day following the day on which J&T Banka received the Application for Establishing a Deposit. If J&T BANKA receives an Application on the Establishment of a Deposit but there are no funds at least in the amount of the Deposit, the Contract on the Deposit shall be established and J&T Banka will establish the Deposit at the latest on the Business Day following the day on which the funds in the amount of the Deposit were credited to the designated account.

13.3 J&T Banka shall only establish a Deposit for a minor Client from the Client's Current Account.

13.4 The Deposit from the Collection Account can be established thus:

- 13.4.1 according to the current Offer of Products and Clear Deal services you choose the Deposit type to be the subject of an Application for the Establishment of a Deposit; further
- 13.4.2 you will transfer funds equal to the deposit in the Collection Account specified for the selected Deposit type in the Offer of Products and Clear Deal services; in the case of a Renewed Deposit, J&T Banka itself will transfer your request to the relevant Collection Account for the Completed Deposit; further
- 13.4.3 for each payment you specify the Contract Number (the first ten digits) as the variable symbol, and if the type of payment does not allow you to specify a variable symbol, specify the Contract Number (the first ten digits) into the report for the beneficiary payment.

The Contract on a Deposit from the Collection Account is concluded and the Deposit is created when all the following conditions are met:

- 13.4.4 J&T Banka receives an Application for the Establishing of a Deposit from the Collection Account; and
- 13.4.5 under the terms of the Contract, funds equal to the Deposit were credited to the Collection Account for the selected type of Deposit; and
- 13.4.6 The Deposit is equal to or higher than the minimum amount of your chosen Deposit, as stated in the current Offer of Products and Clear Deal services.

13.5 The Deposit from the Current Account can be established thus:

- 13.5.1 according to the current Offer of Products and Clear Deal services you choose the Deposit type to be the subject of an Application for the Establishment of a Deposit; further
- 13.5.2 J&T Banka shall deliver the relevant Application on the Establishment of a Deposit, containing at least the type of Deposit, the amount and currency of the Deposit, the duration of the Deposit or the notice period of the Deposit and the Current Account number from which the funds will be transferred to the Deposit; and further
- 13.5.3 you must ensure that funds on the Current Account are at least equal to the amount of the Deposit.

The Contract on a Deposit from the Current Account is concluded and the Deposit is created when all the following conditions are met:

- 13.5.4 J&T Banka receives an Application for the Establishing of a Deposit from the Current Account; and
- 13.5.5 your current account has funds of an amount equal to the minimum required amount of the selected Deposit; and

13.6 The Deposit is equal to or higher than the minimum amount of your chosen Deposit, as stated in the current Offer of Products and Clear Deal services. If the amount of funds that you have transferred as a Deposit does not reach the minimum amount of the selected Deposit type specified in the Offer of Products and Clear Deal services, J&T Banka may refuse your Application on the Establishment of a Deposit.

13.7 If you send funds to J&T Banka in connection with the establishment of a Deposit prior to the entry into force of the Contract, J&T Banka will only establish this Deposit upon the entry into force of the Contract and

according to the conditions in force at the date of entry into force of the Contract.

13.8 The J&T Banka will confirm the Deposit Contract with a Statement.

13.9 If according to you the information contained in the Statement is not in accordance with the terms of the Deposit Contract, you must notify it without delay. If the terms of the Deposit Contract according to the Offer of Products and Clear Deal services differ from those contained in the Statement, J&T Banka will issue and deliver a new Statement in accordance with the Offer of Products and Clear Deal services that was effective at the time of entering into the Deposit Contract.

13.10 The duration of the Deposit is calculated from the date the Deposit is established and ends on the date on which the duration of the Deposit expires according to the Contract. Throughout the duration of the Deposit, J&T Banka may use the funds you have entrusted to it as a Deposit.

13.11 If J&T Banka refuses to comply with the Application for the Establishing of a Deposit, it will inform you without undue delay through your email address specified in the Contract or through Internet Banking or by telephone. If you do not immediately remove the obstacles to the conclusion of the Contract on a Deposit, J&T Banka will notify you of the rejection of your Application on the Establishing of a Deposit. If you have transferred funds to the Collection Account in relation with the Application on the Establishing of a Deposit, J&T Banka will immediately transfer them back to the account from which these funds were transferred.

13.12 J&T Banka may unilaterally modify the Offer of Products and Clear Deal services, in particular the minimum amount of the principal and other conditions of individual deposits.

### 14. Deposit Interest

14.1 J&T Banka applies interest to the Deposit at the interest rate applicable for the given type of Deposit. The interest rate for the given type of Deposit Rate for the given Deposit type can be found in the Offer of Products and Clear Deal services. J&T Banka taxes the Deposits in accordance with legal regulations.

14.2 If you send the funds to J&T Banka intended for the Deposit before the Contract enters into force, J&T Banka will only apply interest on these funds after the entry into force of the Contract and the Deposit.

14.3 J&T Banka calculates the amount of the interest through the method of the actual number of days of duration of the Deposit (from the beginning of the duration of the Deposit to the day preceding the maturity date of the Deposit) divided by 365. Please see the Offer of Products and Clear Deal service for the regularity of interest and how it is credited.

### 15. Termination of Deposit

15.1 J&T Banka will terminate the Deposit at the latest on the due date of the Deposit. The maturity date of the Deposit is the last day of the duration of the Deposit. If this time falls on a day that is not a Business Day, the next Business Day is the last day of the duration of the Deposit.

15.2 J&T Banka will send the principal of the Deposit and the relevant interest at the latest the next Business Day following the expiration of the duration of the Deposit.

15.3 If you terminate the managing of a Deposit for a minor client, J&T Banka will transfer the principal of the Deposit and the relevant interest to the Current Account managed for this minor Client. This paragraph applies only to Deposits established from 25 August 2016.

15.4 Information on the transfer of the principal of the Deposit and the relevant interest will given by J&T Banka to you in the Statement.

15.5 If you file a Request for the Establishing of a Renewed Deposit, J&T Banka's will transfer the Completed Deposit, at the due date and for the purpose of establishing the Renewed Deposit, to the relevant Collection Account. You must submit to J&T Banka the Application for the Establishment of a Renewed Deposit no later than three (3) Business Days prior to the maturity date of the Deposit.

15.6 To change the account in favor of which J&T Banka has to transfer funds upon the completion of the Deposit, you must immediately announce it:

- 15.6.1 personally at a Point of Sale; or
- 15.6.2 through Internet Banking; or
- 15.6.3 through Telephone Banking; or
- 15.6.4 in written form, with an officially authenticated signature.

### 16. Term Deposit

16.1 J&T Banka will set up a term deposit on the basis of the Term Deposit Contract concluded according to the Contract. You must submit an Application on the Establishing of a Current Account from a Current Account or a Collection Account for the Term Deposit Contract.

16.2 J&T Banka will pay interest for Term Deposits at the interest rate for the relevant type of Term Deposit, the amount of which you will find in the

Offer of Products and Clear Deal services in force on the day of the conclusion of the Deposit Contract.

- 16.3 Term deposits including interest are insured under the Acting on Banking Insurance with the Deposit Insurance Fund.
- 16.4 J&T Banka may terminate the Term Deposit in exceptional circumstances on the basis of your request. J&T Banka may refuse an application for the early termination of the Term Deposit without giving any reason. For the early termination of the Term Deposit, you must pay J&T Banka a contractual penalty in the form of a penalty for the early termination of the Term Deposit. If the amount of the contractual penalty exceeds the amount of interest J&T Banka is required to pay on the date of the early termination of the Term Deposit, J&T Banka may set off its claim for the payment of the contractual penalty against the term of the Term Deposit.
- 16.5 Upon termination of the Term Deposit, if this Deposit was established from a Current Account, J&T Banka pays the principal of the Deposit and the relevant interest to your Current Account. If the Term Deposit is established from the Collection Account, the J&T Banka will transfer the Principal of the Term Deposit and the relevant interest to an External Account.

#### 17. Guaranteed Deposit with Premium

- 17.1 J&T Banka will manage a Guaranteed Deposit on the basis of a Contract on the Guaranteed Deposit concluded according to the Contract. To conclude a Contract on a Guaranteed Deposit with Premium, you must submit an Application on the Establishing of a Deposit from a Current Account or a Collection Account. The Guaranteed Deposit with Premium will be provided by J&T Banka on the first Business Day of the subsequent calendar week following receipt of the relevant Application on the Establishing of a Deposit.
- 17.2 At the maturity date of the Guaranteed Deposit with Premium, J&T Banka will pay interest, the amount of which depends on the value of the underlying asset. The amount of the interest on the Guaranteed Deposit with Premium is usually determined by the guaranteed interest and the premium interest, which is paid depending on the appreciation of the underlying asset. The amount of the interest, the method of its calculation, the underlying asset and other parameters of the Guaranteed Deposit with a Premium can be found in the Offer of Products and Clear Deal services.
- 17.3 Guaranteed deposits with premiums, including interest, are insured under the Act on Banking with the Deposit Insurance Fund.
- 17.4 By submitting the Application on the Establishing of a Deposit, you acknowledge that you are aware of the risk associated with the Guaranteed Deposits with Premium that results from the nature of the deposit, mainly the nature of the underlying asset. You also accept this risk.
- 17.5 The Guaranteed Deposit with Premium cannot be prematurely terminated.
- 17.6 Upon the expiration of the Guaranteed Deposit with a Premium if this Deposit has been established from the Current Account, J&T Banka will transfer the principal of the Guaranteed Deposit with a Premium and the relevant interest to your Current Account. If the Guaranteed Deposit with a Premium is established from the Collection Account, J&T Banka will transfer the Guaranteed Deposit with a Premium and the relevant interest to an External Account.

#### 18. Subordinated Deposit

- 18.1 The subordinated deposit will be established by J&T Banka on the basis of a Subordinated Deposit Contract concluded according to the Contract. To conclude a Subordinated Deposit Contract you need to submit an Application for the Establishing of a Deposit from a Current Account or a Collection Account.
- 18.2 The purpose of establishing a Subordinated Deposit is to establish such a Deposit meeting the conditions of subordination pursuant to Article 63 of Regulation (EU) No. 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms and amending Regulation (EU) 648/2012.
- 18.3 J&T Banka will pay interest on a Subordinated Deposit at the interest rate for the relevant type of Subordinated Deposit, the amount of which is found in the Offer of Products and Clear Deal services, in force on the day of the conclusion of the Deposit Contract.
- 18.4 Subordinated deposits and any interest thereon are not insured with the Deposit Insurance Fund and not covered by any other deposit guarantee system or any other protection against the return of deposited funds.
- 18.5 The Subordinated Deposit Principal is one-time payable.
- 18.6 Subordinated deposits cannot be terminated prematurely and repaid prior to the agreed maturity date.
- 18.7 If J&T Banka enters into liquidation or a decision on its bankruptcy will be settled, your receivables under the Subordinated Deposit Contract will be satisfied only after all other receivables have been settled, except for receivables subject to the same or similar condition of subordination.
- 18.8 Your receivables arising out of the Subordinated Deposit Contract cannot be offset against your obligations to J&T Banka or any other person in the J&T

Group. J&T Banka will not accept any receivable resulting from a Subordinated Deposit Contract as security for any of your receivables.

- 18.9 Your receivables arising from the Subordinated Deposit Contract are not and will not be secured for the duration of this Contract.
- 18.10 Upon termination of the Subordinated Deposit, if this Deposit has been established from the Current Account, J&T Banka will transfer the principal of the Subordinated Deposit and the relevant interest to your Current Account. If the Subordinated Deposit is established from the Collection Account, the J&T Banka will transfer the principal of the Subordinated Deposit and the relevant interest to an External Account.

#### 19. Deposits with a Notice Period

- 19.1 Deposits with a Notice Period will be established by J&T Banka on the basis of a Deposit Contract with a notice period concluded according to the Contract. To conclude a Deposit Contract you need to submit an Application for the Establishing of a Deposit from a Current Account or a Collection Account.
- 19.2 J&T Banka will pay interest on Deposits with a Notice Period at the currently valid Declared Interest Rate for the relevant type of Deposit with a Notice Period, as listed in the Offer of Products and Clear Deal services. The Declared Interest Rate may be changed by J&T Banka during the Deposit with a Notice Period. J&T Banka publishes the new interest rate, including the day when the new interest rate is valid, on the Website.
- 19.3 Deposits with a Notice Period, including interest, are insured according to the Banking Act with the Deposit Insurance Fund.
- 19.4 You can increase your Deposit with a Notice Period with additional funds by transferring funds directly to your account for the Deposit with a Notice Period. You can dispose of the funds deposited on a Deposit with a Notice Period after the notice has been submitted and after the agreed notice period has expired. After submitting a termination notice for a Deposit with a Notice Period, you can no longer increase the Deposit.
- 19.5 Any party may at any time may submit a notice of termination for the Deposit with a Notice Period. In the case of selected Deposits with a Notice Period, J&T Banka may unilaterally stipulate that after a certain period after the establishment of a Deposit with a Notice Period it is not possible to cancel the Deposit with a Notice Period, the Deposit with a Notice Period will become effective only after the specified date.
- 19.6 You can only submit a termination notice for a Deposit with a Notice Period:
- 19.6.1 at Points of Sale; or
  - 19.6.2 through Internet Banking; or
  - 19.6.3 through Telephone Banking; or
  - 19.6.4 in written form, with an officially authenticated signature.
- 19.7 If you submit the termination notice in writing and sign the document containing the termination notice for a Deposit with a Notice Period according to your Signature Pattern and transfer the funds to your Current Account, your signature does not need to be officially authenticated.
- 19.8 You may also submit the termination notice for a Deposit with a Notice Period through an Intermediary, if:
- 19.8.1 you submit the termination notice in writing; and if
  - 19.8.2 you sign the document containing the termination notice for a Deposit with a Notice Period according to your Signature Pattern; and if
  - 19.8.3 you transfer the funds to your Current Account.
- 19.9 The termination of notice is effective on the date of delivery of the notice to the other contracting party. The notice period for the given Deposit for the Notice Period begins to run from the date of delivering the notice unless another date following the date of delivering the notice is specified at the time of delivering the notice. If the last day of the notice period falls on a day that is not a Business Day, the notice period will expire on the next following Business Day.
- 19.10 You can terminate:
- 19.10.1 part of the Deposit when preserving the Minimum Amount of the Deposit, or
  - 19.10.2 the entire Deposit; upon the expiration of the notice period, J&T Banka will transfer the principal to you, including interest, to the designated account and cancel the Deposit.
- 19.11 If you terminate a Deposit with a Notice Period, J&T Banka will transfer the principal of the Deposit with a Notice Period and the relevant interest to the account specified in the notice.

#### IV. SECTION – PAYMENT TRANSACTIONS

##### 20. Payment Order – General Provisions

- 20.1 With the payment order, you order J&T Banka to transfer or pay out funds from the bank account it manages for you. You can only grant such a

Payment Order for which you are entitled to according to the J&T Banka Contract.

- 20.2 J&T Banka accepts and executes only such Payment Orders in accordance with the Contract and its Appendices. A payment order must contain all required essentials. The payment order must be comprehensible, complete and legible. You must not delete or erase or overwrite the Payment Order.
- 20.3 You are responsible for the completeness, accuracy and veracity of the data you have provided in the Payment Order. You are mainly responsible for the completeness, fairness and veracity of the data that would cause the payment to be incorrectly routed. If the Payment Order does not comply with the essentials according to these Business Terms and Conditions, J&T Banka is not responsible for any damages incurred by J&T Banka not executing the Payment Order.
- 20.4 You cannot submit payment orders to J&T Banka through an Intermediary.
- 20.5 You can make a payment order to J&T Banka in one of the following ways:
- 20.5.1 written in paper form to the address of J&T Banka (in person, by mail, courier, etc.); or
  - 20.5.2 through Internet Banking; or
  - 20.5.3 through Telephone Banking; or
  - 20.5.4 through the provider of the Service for Indirect Payment Order,
  - 20.5.5 in another agreed manner.
- 20.6 Written Payment Orders you have submitted by post or personally, must include:
- 20.6.1 Your signature according to the Signature Pattern; or
  - 20.6.2 Your officially authenticated signature; or
  - 20.6.3 Identity authentication by a J&T Banka employee.
- 20.7 J&T Banka accepts a written Payment Order on its form, which contains all mandatory essentials. J&T Banka also accepts a written Payment Order on another form, which fulfills the conditions for acceptance of the Payment Order and contains all mandatory essentials. You have to sign the Payment Order Form and deliver it to J&T Banka. Your signature on the Payment Order must match your signature on the Signature Pattern.
- 20.8 You must submit a written Payment Order through Internet Banking and using the Security Features you have agreed to for this method of communication with J&T Banka. J&T Banka hereby alerts you of the risks associated with the online submission of Payment Orders and the need to consistently protect Security Features and security of the computer on which you are submitting online Payment Orders.
- 20.9 You must submit Telephone Payment Orders through the designated telephone line and by using the Security Features you have agreed to with J&T Banka.
- 20.10 For some Payment Orders, J&T Banka may only specify the method of submission. For some Payment Orders, J&T Banka may demand that the Payment Order must include your officially authenticated signature or your identity authentication before a J&T Banka employee.
- 20.11 If you so request, J&T Banka will confirm that you have accepted the Payment Order.
- 20.12 You may change or cancel the payment order in the manner specified for the Payment Order submission. You may only change or cancel the Payment Order until J&T Banka possibly suspends the execution of the Payment Order and when it is reasonable to consider the circumstances.
- 20.13 If you so request, J&T Banka will inform you of:
- 20.13.1 the maximum deadline for the execution of the Payment Order; and
  - 20.13.2 the fee you will pay J&T Banka for the execution of the Payment Order. If J&T Banka fee will consist of several separate items, J&T Banka will also inform you about these items; and
  - 20.13.3 existing permanent standing orders.

## 21. Indirect Submission of Payment Order Service

- 21.1 If requested by an Indirect Payment Service Provider, J&T Banka will accept and execute the Payment Order that you have entered through the Internet through this provider.
- 21.2 J&T Banka only accepts an indirectly submitted Payment Order if:
- 21.2.1 The current account to which the Payment Order relates is made available through Internet Banking and if
  - 21.2.2 you agree to J&T Banka's execution of an indirectly submitted Payment Order, and if
  - 21.2.3 this provider duly authenticates its identity.
- 21.3 The Managing Clerk to your Current Account may only grant your consent to perform an indirectly submitted Payment Order if you have authorized him/her to do so.
- 21.4 You consent to the execution of an indirectly submitted Payment Order to J&T Banka through the Service Provider's indirect submission of a payment

order. You will authenticate your identity by entering the Internet Banking Security Features on the Authentication page.

- 21.5 The payment order entered through the Indirect Payment Order Service cannot be changed or canceled.
- 21.6 The maximum amount of funds that you can make available through the provider of the Indirect Payment Order Service within one (1) day is limited by the specified Payment Limit. Unless otherwise agreed with J&T Banka, the Payment Limit is set at the same level as your Internet Banking Payment Limit. The maximum amount of J&T Banka's Payment Limit may be unilaterally limited.
- 21.7 For payment orders entered within the Indirect Payment Order Service, you cannot exercise multiple consent (multiple signatures).

## 22. Refusal of Payment Order

- 22.1 J&T Banka may refuse to comply with the Payment Order, especially if:
- 22.1.1 The payment order cannot be complied with for objective reasons, e.g. the Payment Order was not delivered to J&T Banka within the time allowed for its execution; and further if
  - 22.1.2 The payment order contains incorrect or incomplete data; and further if
  - 22.1.3 The payment order is indefinite or incomprehensible; and further if
  - 22.1.4 J&T Banka suspects that the Payment Order is submitted by a person who is not authorized to do so; and further if
  - 22.1.5 The payment order is inconsistent with the internal regulations of J&T Banka or legal regulations or could result in the violation of the law; and further if
  - 22.1.6 The payment order is in violation of the Contract or the Business Terms and Conditions; and
  - 22.1.7 in other cases specified in the Contract or the Business Terms and Conditions.
- 22.2 If J&T Banka refuses to comply with the Payment Order, it will inform you without undue delay through your email address specified in the Contract or through Internet Banking or by telephone. If you wish to make a transaction that has been the subject of a rejected Payment Order, please call +420 800 707 606.

## 23. Non-cash Payment Transaction

- 23.1 Your rights and obligations relating to the use of banking services in the field of Domestic Payment and Non-Documented Payment Transactions are governed by the Act on Payment Transactions and other relevant legal regulations.
- 23.2 One-off outgoing payments are executed by a Payment Order of the Outstanding Payment Order Type.
- 23.3 Recurring outgoing payments for the same Beneficiary due on a certain date or regular outgoing payments at a certain amount are executed by a Payment Order of a Standing Order type.
- 23.4 The payment order must be submitted by J&T Banka within the specified deadlines. The day and time of the J&T Banka Payment Order and the form of J&T Banka's Payment Order are decisive for determining the deadlines.
- 23.5 J&T Banka executes only authorized Payment Orders where all the conditions for the acceptance of the Payment Order are met.
- 23.6 J&T Banka will execute the payment order only if there is sufficient cash on your Current Account.
- 23.7 An unauthorized payment transaction or an incorrectly executed payment transaction must be notified to J&T Banka without undue delay, no later than thirteen (13) months from the date when the money was debited from your Current Account.
- 23.8 The amount of the transfer from an unauthorized payment transaction or incorrectly executed payment transaction, including the fee paid and the interest lost, will be refunded to you immediately by J&T Banka, after having learned of this fact and verifying the eligibility of your request, but no later than the end of the following Business Day.

## 24. Domestic non-cash Payment Transaction

- 24.1 The mandatory essentials of the Outgoing Payment Order are the following:
- 24.1.1 Payer's bank account - Account number, i.e. the Payer's unique identifier; further
  - 24.1.2 Beneficiary's bank account - account number and payment account code (bank identification code), i.e. the unique identifier of the Beneficiary; further
  - 24.1.3 the amount of the outgoing payment, including decimal places; further
  - 24.1.4 currency - the CZK currency, if not stated, is deemed to be an outgoing payment in CZK; and further

- 24.1.5 in terms of outgoing urgent payment, the appropriate indicating words, such as “urgent”, “express”, “priority”.
- 24.2 The mandatory essentials of the Standing Payment Order are the following:
- 24.2.1 frequency of transfer executions; further
- 24.2.2 the maturity date of the first transfer; and further
- 24.2.3 the maturity date of the last transfer or revoking.
- 24.3 You can specify additional payment details for the Payment Order for the Domestic Payment Transaction:
- 24.3.1 maturity date; further
- 24.3.2 variable symbol; further
- 24.3.3 constant symbol; further
- 24.3.4 specific symbol; further
- 24.3.5 purpose of payment - information for the Payer/Beneficiary; and further
- 24.3.6 additional information.
- 24.4 The variable and specific symbol is a maximum of ten digits without hyphens and slashes.
- 24.5 The constant symbol must not be a value of 5, 6, 51, 1178, 2178 and 3178. If you enter any of these values, the J&T Banka payment order will be executed without specifying a constant symbol.
- 24.6 The domestic payment system of J&T Banka is performed through the Czech National Bank clearing center.
- 24.7 If you submit a Payment Order in the Domestic Payment Transaction by 10:00 of the Business Day, J&T Banka will pay the amount of the outgoing payment to the Beneficiary’s bank account on the same day as this amount is debited from your Current Account. Outgoing urgent payments must be agreed to with J&T Banka.
- 24.8 J&T Banka will credit the funds to your Current Account as soon as they are received.
- 24.9 If a bank or savings and loan cooperative in the Czech Republic did not clear a payment transaction in CZK or did not use a bank connection in accordance with the client’s instruction and caused the incorrect execution of a payment transaction, the bank managing the account of the unauthorized Beneficiary shall be obliged to initiate the bank or savings bank and the credit cooperative, which caused the incorrect clearing, into debiting the amount incorrectly cleared from that account and to issue it to the bank or credit cooperative that caused the incorrect execution of the payment transaction to correct the incorrectly executed payment transaction in accordance with the Act on Payment Transactions. The Bank is also authorized to enter the account of the unauthorized Beneficiary into the state in which it would have been if the payment transaction had been incorrectly executed. The initiative may be filed within three (3) months from the date of the error that resulted in an incorrect payment transaction.
- 25. Non-cash Payment Transaction Abroad**
- 25.1 J&T Banka executes outgoing payments abroad and incoming payments from abroad through a network of correspondent banks.
- 25.2 You can execute outgoing payments from your Current Account in CZK currency or in a foreign currency. J&T Banka will credit incoming payments from abroad to your Current Account after conversion into the currency of your Current Account. For outgoing payments, J&T Banka uses the current foreign exchange rate to convert cash – sale. For incoming payments J&T Banka uses the current exchange rate – purchase. These rates can be found in the Exchange Rate, which is valid on the day of payment or at the time of payment. The rate for outgoing payments abroad and incoming payment from abroad can be determined individually upon agreement.
- 25.3 Unless otherwise agreed, J&T Banka is not responsible for any losses incurred by you during foreign payments due to exchange rate fluctuations.
- 25.4 In the case of an incoming payment from abroad, J&T Banka will credit funds to your Current Account only if it receives along with the funds all documentation related to such an incoming payment. If the Payment Order from abroad is not properly filled in, J&T Banka may not credit the incoming payment to your Current Account after specifying data from abroad. J&T Banka is not liable for any damage caused by incorrect instructions.
- 25.5 For outgoing payments abroad and in foreign currency to the Czech Republic, the payment codes for charges are as follows:
- 25.5.1 BEN – Payer does not pay any fees. The Beneficiary pays the fees of the Beneficiary’s bank. The Beneficiary’s Bank receives a payment reduced by the J&T Banka fee and any additional fees for intermediary banks;
- 25.5.2 SHA - The Payer pays the J&T Banka fees, the Beneficiary pays the fees of the Beneficiary’s bank. The Beneficiary’s Bank receives payment reduced by the J&T Banka fee and any additional fees for intermediary banks;
- 25.5.3 OUR - The Payer pays the J&T Banka fees, the fees of the Beneficiary’s bank, and any additional fees for intermediary banks.
- The Beneficiary does not pay any fees and receives the full amount of the payment. OUR charges may additionally be debited with delays at the request of the intermediary bank.
- 25.6 The payment codes of the fees for incoming payments from abroad and in foreign currency from the Czech Republic are the following:
- 25.6.1 BEN – The Beneficiary pays the fees of J&T Banka. The Beneficiary receives a payment reduced by the fee of the Payer’s bank and less than any additional fees for intermediary banks. The Payer does not pay any fees;
- 25.6.2 SHA – The Beneficiary pays the fees of J&T Banka. The Beneficiary receives a payment reduced by any additional fees for intermediary banks;
- 25.6.3 OUR - The Payer does not pay any fees. The Beneficiary will receive the full amount of the payment. The Payer pays the J&T Banka fees, the fees of his/her bank, and any additional fees for intermediary banks.
- 25.7 For outgoing payments to EU/EEA Member States in the currencies of the EU/EEA Member States, you can only provide the payment code for the SHA fee. If you enter a different charge code, J&T Banka may change it to the payment code of the SHA fee. If you make a currency conversion for outgoing payments transfers to the EU/EEA Member States in the currencies of the EU/EEA Member States, you can also choose the OUR fee. If you do not choose for any of the fee payment code, J&T Banka will use the payment code for the SHA fee.
- 25.8 For outgoing payment to EU/EEA Member States and incoming payments from EU/EEA Member States in the currencies of the EU/EEA Member States, intermediary banks may not reduce the amount of the payment.
- 25.9 Fees for payment to the Beneficiary’s bank in a non-EU/EEA Member State or for payment in a currency that is not the currency of an EU/EEA Member State shall determined by the Fee Rates. These fees may differ from the fees paid to the Beneficiary’s bank in an EU/EEA Member State or for payment in the currency of a EU/EEA Member State.
- 25.10 Fees for payment in your favor from the Payer’s bank in a non-EU/EEA Member State or for payment in a currency that is not the currency of an EU/EEA Member State shall determined by the Fee Rates. These fees may differ from the fees paid for your benefit from the Payer’s bank in an EU/EEA Member State or for payment in the currency of a EU/EEA Member State.
- 25.11 In the case of a payment to the Beneficiary’s bank in a non-EU/EEA Member State or for payment in a currency that is not the currency of an EU/EEA Member State, the fee may be reduced, according to the choice of the fee, to the transferred amount or to the additional collection of fees requested by intermediary banks.
- 25.12 With an OUR fee for the payment in favor of the Beneficiary’s bank in a non-EU/EEA Member State or for payment in a currency that is not the currency of an EU/EEA Member State, J&T Banka may not communicate to you the exact amount of fees that will be additionally collected. Incoming payment received for your benefit from the Payer’s bank in an EU/EEA Member State or an incoming payment in a currency that is not the currency of an EU/EEA Member State may be curtailed by the Payer’s bank or intermediary banks.
- 25.13 Before your outgoing payment abroad from you, J&T Banka may require documents proving the purpose of an outgoing payment, or an affidavit stating the purpose of the outgoing payment and the reason why you do not submit documents that document the purpose of the outgoing payment. For outgoing foreign payments, J&T Banka may request additional data. J&T Banka executes incoming payments from abroad on the basis of instructions of foreign banks.
- 25.14 For outgoing foreign payment and foreign currency to the Czech Republic, J&T Banka may, at its discretion, determine the method of executing the outgoing payment.
- 26. Documented Non-cash Payment Transaction**
- 26.1 J&T Banka does not provide documented payment transactions.
- 27. Non-Documented Non-cash Payment Transaction**
- 27.1 The mandatory essentials of the Payment Order for an Outbound Payment within the Non-Documented Payment Transaction are the following:
- 27.1.1 account number, Payer’s name/address and Payer’s unique payer identifier; further
- 27.1.2 account number, name/address and address of the Beneficiary, i.e. the unique identifier of the Beneficiary (for Outbound cross-border payments, you must enter the Beneficiary’s account number in the IBAN format); further
- 27.1.3 the name and address of the Beneficiary’s bank, where the Beneficiary’s account is kept (you do not need to enter this information for Outbound cross-border payments); further
- 27.1.4 the currency of outgoing payment - ISO currency code according to Exchange Rate; further

- 27.1.5 the amount of the outgoing payment, including decimal places; further
- 27.1.6 purpose of the outgoing payment – information for the Beneficiary; further
- 27.1.7 code of payment of fees, i.e. OUR or SHA or BEN (which party pays the fees of the Payer's bank/or intermediary bank fees); further
- 27.1.8 maturity date; and further
- 27.1.9 contractual rate, including the control number, if agreed.
- 27.2 J&T Banka shall credit incoming payment to the Beneficiary if:
- 27.2.1 the incoming payment is credited to a correspondent bank; further
- 27.2.2 J&T Banka will receive a SWIFT payment instruction from the ordering bank.
- 28. Outgoing SEPA Payments, Incoming SEPA Payments and SEPA Debits**
- 28.1 Outgoing SEPA payment or incoming SEPA payment is a non-urgent cashless outgoing payment or an incoming payment in the EUR currency within SEPA countries in which:
- 28.1.1 are J&T Banka, as the Payer's bank or the Beneficiary's bank, and your partner's bank as the Beneficiary's bank or the Payer's bank, participants in the SEPA Scheme of SCT; and for which
- 28.1.2 the account numbers of the Payer and Beneficiary are specified in the IBAN format; and for whom
- 28.1.3 a fee instruction is always a SHA-type instruction, and your communication in xml format with J&T Banka is a SLEV type fee instruction.
- 28.2 SEPA direct debit is a non-urgent cashless payment in the EUR currency within the SEPA countries on the basis of your SEPA direct debit order that you have provided to the Collector in advance, for which:
- 28.2.1 J&T Banka and the bank of your partner are SDD SEPA Scheme participants; and for whom
- 28.2.2 the account numbers of the Payer and Beneficiary/Collector are specified in the IBAN format; and for whom
- 28.2.3 bank codes of the Beneficiary/Collector are specified in the BIC form; and for whom
- 28.2.4 there is always a SHA-type fee instruction.
- 28.3 The mandatory essentials for consent with SEPA direct debit are:
- 28.3.1 CID – identifier of beneficiaries; further
- 28.3.2 UMR - a unique reference to the reference mandate assigned by the Beneficiary of the debiting Payers; further
- 28.3.3 the number of the Payer's account in IBAN format; further
- 28.3.4 the name of the Payer; further
- 28.3.5 period for debit execution - one-time debit (OOFF) or returned debit (RCUR); further
- 28.3.6 SEPA SDD Core direct debit type; and further
- 28.3.7 the date of issuance of the SEPA direct debit mandate.
- 28.4 The optional essentials for consent with the SEPA direct debit are:
- 28.4.1 the name of the Beneficiary; or
- 28.4.2 the address of the Beneficiary; or
- 28.4.3 the limit of the individual outgoing payments and, if not specified, is considered unlimited; or
- 28.4.4 the frequency of outgoing payments over a given period and, if not specified, is considered unlimited; and/or
- 28.4.5 the validity of consent with the SEPA direct debit and, if not specified, is considered unlimited.
- 28.5 J&T Banka only provides SEPA SDD Core direct debit and only for a SEPA direct debit Payer.
- 28.6 J&T Banka automatically rejects any direct debit collection. J&T Banka will only execute a SEPA direct debit by J&T Banka if at least three (3) Business Days prior to the first call you deliver the consent with the SEPA direct debit.
- 28.7 If one (1) Business Day before the SEPA direct debit your account does not have enough cash to cover the payment of the SEPA direct debit, J&T Banka shall not execute this SEPA direct debit and refuse its payment (Reject).
- 28.8 For the authorized SEPA Core direct debit, you have as the Payer of the SEPA direct debit up to eight (8) weeks of debiting the payment from your account, which was simultaneously credited to the Beneficiary of the SEPA direct debit, to claim the immediate return of the payment (Refund), and you do not have to state a reason.
- 28.9 For an unauthorized SEPA Core direct debit, you have as the Payer of the SEPA direct debit up to thirteen (13) weeks of debiting the payment from your account, which was simultaneously credited to the Beneficiary of the SEPA direct debit, to claim the immediate return of the payment (Refund) in
- a complaint procedure and you must state the reason. J&T Banka is not responsible for any damages incurred by you in relation to the Beneficiary of the direct debit/Collector.
- 28.10 An "R" transaction is a payment transaction that J&T Banka or your partner's bank cannot properly execute or requires special processing. The fees of other banks for "R" transactions will be cleared for your account.
- 28.11 A reject is a transaction rejected by J&T Banka, another bank, or clearance system before the final cleared (processed) SEPA payment or SEPA direct debit. The reason for the rejection may be an incorrect IBAN or BIC, an incorrect Payment Order format, a closing of your account, a blocking of your account toward SEPA direct debit, or the limits in your consent with the SEPA direct debit, insufficient financial coverage on your account, or duplicate transactions.
- 28.12 Refusal is a transaction where the Payer's bank for SEPA direct debit informs the Beneficiary's bank of the SEPA direct debit/Collector that the Payer has refused the SEPA direct debit before clearing of the pending SEPA direct debit. You can, as the Payer, without given a reason, request that J&T Banka cancel/reject the pending SEPA direct debit no later than one (1) Business Day prior to the maturity date of the SEPA direct debit.
- 28.13 Return is a transaction conducted by the bank on whose account the unusual processing of a SEPA payment or SEPA direct debit clearing has occurred. The reason for the return may be an incorrect IBAN or BIC, the closing of your account, insufficient financial coverage on your account, or duplicate transactions. The return of the SEPA direct debit from the Collector's account will also be refunded at the debit balance on the Beneficiary's account. The return cannot be used if the funds have already been credited to the Beneficiary's account and the Beneficiary requests their return to the Payer. The return of funds is conducted through new payment.
- 28.14 A Refund is a transaction that represents your right to the return of funds are the clearing of the SEPA direct debits. The Payer's bank may request the Collector to pay the interest owed to the unauthorized direct debit and the Collector must reimburse the interest for the debit balance.
- 28.15 Reversal is a transaction that enables the Payer's bank to conduct a corrective clearing to the fullest extent. A reversal is also conducted at the cost of the debit balance on the Beneficiary's account.
- 28.16 Revocation is a transaction that allows the Beneficiary to revoke a SEPA payment or SEPA direct debit within the deadline agreed to with their bank.
- 28.17 Request for Cancellation is a transaction that allows the Payer's bank to request the Beneficiary's bank to request a payment and, for SEPA direct debits, to notify the Payer's bank of the cancellation of the direct debit on the Collector's side.
- 28.18 Outgoing urgent payment in EUR is payment through the TARGET2 system. The outgoing payment will be executed immediately if a verbal indication such as "urgent", "express", "priority" is indicated on the Payment Order. This is not an outgoing SEPA payment.
- 29. Terms in Payment Transaction**
- 29.1 Deadlines for the execution of Payment Orders in Domestic Payment Transactions and Non-Documented Payments can be found in Appendix No. 1 of the Business Terms and Conditions.
- 29.2 A properly submitted Payment Order to J&T Banka shall be processed and executed without delay.
- 29.3 If the Payment Order is received by J&T Banka on a day which is not a Business Day, it shall be handled on the nearest Business Day. J&T Banka will only handle the Payment Order on the nearest Business Day if nothing else follows and if this is possible with regard to the Hours of Operation.
- 29.4 The moment close to the end of the Business Day is 15:00 on the Business Day. If you submit a Working Order to J&T Banka at or after this time, J&T Banka may determine the moment of receipt of the Payment Order for the following Business Day and further, J&T Banka may execute such a Payment Order until this next Business Day. The right, according to the previous sentence of J&T Banka, also applies if, in the Payment Order, which you submit to J&T Banka after 15:00, and in which, as the maturity date, you specify the day on which J&T Banka has sent the Payment Order. Even in this case, J&T Banka may execute the Payment Order on the Business Day following the maturity date specified in the Payment Order.
- 29.5 If you request a later maturity date for the Payment Order, the above specified deadlines do not apply.
- 29.6 J&T Banka is not responsible for the deadlines and method of processing the Payment Order by other financial institutions.
- 29.7 Unless otherwise agreed, you may change or cancel the Payment Order by the end of the Hours of Operation of the Business Day preceding the day on which the Payment Order is due.
- 30. Cash Payment Transaction**
- 30.1 Cash transactions can only be executed with the prior consent of J&T Banka. The execution of the Cash Transaction may be rejected by J&T Banka without giving any reason.

- 30.2 J&T Banka executes cash transactions on the basis of the Payment Order. Deposits and withdrawals of cash at J&T Banka are carried out in CZK and foreign currencies according to the Exchange Rate.
- 30.3 J&T Banka may set a maximum and minimum limit for Cash Transactions and for submitting the notifications of a planned Cash Transaction. The maximum and minimum limit for Cash Transactions and for submitting notifications of the planned Cash Transaction can be found at the Points of Sale.
- 30.4 If you fail to execute an announced Cash Transaction, you shall pay J&T Banka the fee for not executing the Cash Transaction in the amount according to the Fee Rates.
- 30.5 In case of a deposit or withdrawal, J&T Banka will use the current exchange rate for cash in a currency other than the current account currency, according to the Exchange Rates for the recalculation of funds. In case of a cash deposit, J&T Banka will use the exchange rate – purchase. In the case of cash withdrawals, J&T Banka will use the exchange rate – sale. For the conversion of currencies, J&T Banka may charge you fees in accordance with the Fee Rates.
- 30.6 If you submit funds to J&T Banka about which there are doubts about their authenticity (e.g. altered funds), J&T Banka has the right to detain these funds and inform the law enforcement authorities about this fact.
- 30.7 J&T Banka will only pay cash from the Current Account only to you, the Representative or a person who is specified as a cash beneficiary, unless otherwise stated.
- 30.8 You consent to the executed Cash Transaction with your signature. After your signature, it is no longer possible to file a complaint over the transaction.
- 30.9 In case of an exceptional shortage of the required currency, J&T Banka may, in agreement with you, pay you the required amount in another currency. In this case, you do not pay a conversion fee.

### 31. Payment Account Information Service

- 31.1 If the Service Provider requests information on the payment account, J&T Banka will disclose to the Provider information about your Current Account to the extent that you made available for this Current Account in Internet Banking. J&T Banka will mainly disclose to the Provider the available balance on the Current Account and the overview of payment transactions in the Current Account.
- 31.2 J&T Banka will only give this provider information about your Current Account if:
- 31.2.1 The Current Account to which the request relates is made available through Internet Banking and if
- 31.2.2 you have given J&T Banka prior consent to the provision of such information to this Provider, and if
- 31.2.3 this provider duly authenticates its identity.
- 31.3 The Managing Clerk of your Current Account may only consent to provide this information to the Payment Account Information Service only if you have authorized him/her to do so.
- 31.4 You grant J&T Banka consent to provide this information to through the provider of the Payment Account Information Service. You will authenticate your identity by entering the Internet Banking Security Features on the Authentication page.
- 31.5 J&T Banka has the right to ask you to again grant consent on the provision of this information to the relevant provider.
- 31.6 You may at any time revoke your consent to the provision of information about your Current Account to another Provider through Internet Banking, Telephone Banking, the Intermediary or Points of Sale.
- 31.7 Consent to the provision of this information may be granted or revoked only in relation to all Current Accounts available in Internet Banking. Consent to the provision of this information cannot be granted or revoked only in relation to all selected Current Accounts available in Internet Banking.

### 32. Confirmation of fund balance at the request of another provider issuing a payment card

- 32.1 If so requested by provider issuing the payment card, J&T Banka will provide this provider with information on whether the Current Account balance is at or below the amount of the card payment transaction executed by the provider requesting the balance information.
- 32.2 J&T Banka will only provide the provide with information on whether the available balance on the Current Account is at or below the amount of the card payment transaction performed by another provider if:
- 32.2.1 The Current Account to which the request relates is made available through Internet Banking and if
- 32.2.2 you have previously granted consent to J&T Banka for the provision of this information to this provider, and if
- 32.3 this provider duly authenticates its identity.

- 32.4 The Managing Clerk for your Current Account may only agree to provide this information to the issuer of the payment card if you have authorized him/her to do so.
- 32.5 You will grant J&T Banka consent to providing information on whether the available balance on a Current Account is at or is below the amount of a card payment transaction performed by another provider through Internet Banking, Telephone Banking, the Intermediary or Points of Sale.
- 32.6 At any time you may revoke consent to provide information on whether the available balance on a Current Account is at or is below the amount of a card payment transaction performed by another provider through Internet Banking, Telephone Banking, the Intermediary or Points of Sale.
- 32.7 Upon request, J&T Banka will disclose to you the names of the providers whom J&T Banka has informed as to whether your available balance on the Current Account is or has not reached the amount of the card payment transaction performed by the provider requesting the balance information and communicate to you the content of this information.

## V. SECTION – PAYMENT CARDS

### 33. Payment Card

- 33.1 The Payment Card will be provided to you by J&T Banka under the terms and conditions of the Contract, the Offer of Products and the Clear Deal services and the Business Terms and Conditions.

### 34. Provision of Payment Cards

- 34.1 J&T Banka will provide the payment card and the PIN of the payment card to you on the basis of a relevant Application for the Establishing of a Banking Product. J&T Banka may refuse to provide the Payment Card without giving any reason.
- 34.2 J&T Banka will provide a payment card for a minor Client at the earliest at eight (8) years of age. For the Account managed for a minor Client, J&T Banka will provide the Payment Card only to that minor Client.
- 34.3 The payment Card is valid for three (3) years. The last day of the Payment Card is the last day of the month marked on the front of the Payment Card.
- 34.4 You can choose Withdrawal Limits after implementing Card Transactions. J&T Banka may unilaterally change the amount of the Withdrawal Limits. If the Withdrawal Limits for executed Card Transactions are not specified in the Request for the Establishing of a Banking Product, J&T Banka sets the Withdrawal Limit for executed Card Transactions in the amount of CZK 75,000/day.
- 34.5 You can execute the Card Transactions immediately after you have accepted your Payment Card and after signing it on the Signature Strip.
- 34.6 J&T Banka may, in accordance with the current offer, provide additional services for the Payment Card. The validity of the agreed additional service is automatically extended for the next period. If you do not wish to continue to use the additional service, you may notify J&T Banka at least three (3) Business Days before the next period that you no longer wish to use the additional service. The validity of the agreed additional service ends no later than the expiration of the Card validity.
- 34.7 If you do not accept the Payment Card within five (5) months of the date of its issue, J&T Banka may shred the Payment Card. In such a case, you are not entitled to a refund of the fee associated with the management of the Payment Card and the management of the additional service.
- 34.8 The payment card issuer is J&T Banka. J&T Banka may, without giving any reason, request a refund of the Payment Card. You are responsible for the return of all Payment Cards that J&T Banka has provided for your Current Account. If you do not return the Payment Card, J&T Banka may, at your own expense, take all necessary steps to retain it, including the inclusion of the Payment Card on the international stoplist.
- 34.9 After the Payment Card expires, J&T Banka will automatically provide you with a new Payment Card according to the current offer. You may reject the automatic provision of your new Payment Card by no later than forty-five (45) days prior to the expiration of the Card's validity.

### 35. Use of Payment Cards

- 35.1 You confirm a card transaction by entering the Payment Card PIN or signing on a Sales Document. A card transaction for cashless payments on the Internet and the so-called MO/TO operations are confirmed by entering the Payment Card Number, Card Validity and Card Verification Code (CVC2), or entering the 3D Secure Code delivered to your mobile phone. You do not need to enter your payment card's PIN in selected operations with PayPass technology.
- 35.2 J&T Banka may block the Payment Card after repeatedly mistaken PIN or 3D Secure Codes.
- 35.3 J&T Banka may allow you to use the Payment Card in the Internet environment only with the Cardholder's verification through a 3D Secure Code.

- 35.4 J&T Banka may unilaterally change the amount of the Withdrawal Limit for the Payment Card on the Internet for security reasons without activated 3D Secure Service.
- 35.5 If a Card Transaction requires a signature, this signature must be the same as your signature on the Signature Strip. If the Merchant determines that such signature does not match the your signature on the Signature Strip, the Merchant may verify the your identity or refuse the Card Transaction.
- 35.6 Card transactions can only be made up to the limits of the Withdrawal Limits. The volume of any Card Transactions may not exceed the amount of the available balance on your Current Account. You are responsible for any damage caused by exceeding the amount of the available balance.
- 35.7 If the Card Transaction has exceeded the Withdrawal Limit or the amount of your remaining balance of your Current Account, J&T Banka may refuse to authorize such a Card Transaction.
- 35.8 In relation with a Card Transaction about whose amount it is not known if you have consented to this Card Transaction, J&T Banka will block the funds on the Current Account only with your consent. Your consent must be given for the exact amount. Immediately after J&T Banka learns the exact amount of the related Card Transaction, J&T Banka will block these funds.
- 35.9 Card transactions can only be performed by you. Card transactions may be executed by you only with third parties who may accept the Payment Cards. You are responsible for the violation of this obligation.
- 35.10 Card transactions cannot be conducted by you after the expiry date of the Payment Card.
- 36. Card Transaction Clearing**
- 36.1 J&T Banka will charge Card Transactions to your Current Account on the date of receipt of the notification of a binding debiting. J&T Banka debits executed card transactions in the Current Account currency to the Current Account at the nominal value. J&T Banka recalculates card transactions executed in another currency and clears it for debiting to the Current Account according to the Exchange Rate, which is valid at the time of the clearing. J&T Banka shall convert card transactions executed in a currency not listed in the Exchange Rate into the EUR currency according to the Mastercard Europe exchange rate and shall be debited to the Current Account according to the Exchange Rate valid at the time of clearing. For clearing purposes, J&T Banka will use, according to the executed Card Transaction and the Current Account currency, the Exchange Rate currency - sale or currency - purchase.
- 36.2 The ATM or Merchant will issue a receipt confirming the executed Card Transaction at your request. You may use the confirmation of the executed Card Transaction to check against the Statement in a given period and for any possible complaint.
- 36.3 Information on executed Card Transactions and possible fees will be provided by J&T Banka through the Statement.
- 36.4 For an authorized Card Transaction initiated by the Beneficiary, you may request a refund within eight (8) weeks from the date when funds were debited from your Current Account. You may request the refund of this amount if at the time of the Authorization the exact amount of the Card Transaction has not been determined and such an amount exceeds the amount that you could reasonably expect in consideration of all circumstances. Along with the request to refund the amount of the authorized Card Transaction executed on the Beneficiary's initiative, you must provide J&T Banka with information and documents proving that the conditions for the refund have been met.
- 36.5 If your request for the refund of the amount of an authorized Card Transaction executed at the Beneficiary's initiative is warranted, this amount, including the fee paid and lost interest, will be refunded by J&T Banka to you within ten (10) Business Days of receipt of your request and all relevant documents. If your request to refund the amount of an authorized Card Transaction executed on the Beneficiary's initiative is not warranted, your J&T Banka request will be refused. Along with the information on refusal, J&T Banka will provide you with the reasons for the refusal, method of out-of-court settlement of a dispute between you and J&T Banka and the possibility of submitting a grievance to the supervisory authority.
- 36.6 When clearing Card Transactions executed with a Payment Card abroad, a foreign exchange difference may arise between the day of execution of the Card Transaction and the clearing date of the Card Transaction or the conversion of the Card Transaction into the clearance currency and subsequently into the Current Account currency. When clearing Card Transactions executed with a Payment Card Abroad, you cannot claim the amounts resulting from the exchange difference.
- 36.7 If another bank or Merchant executes a Payment Card Transaction on an already executed Payment Card Transaction, J&T Banka is not responsible for any exchange difference resulting from the time difference between the presentation of the debit Card Transaction and the credit Card Transaction.
- 37. Security Instructions for the Payment Card**
- 37.1 Failure to comply with the following security Instructions is gross negligence pursuant to the Act on Payment Transactions. Failure to observe the following instructions is a breach of the Contract. For any damage caused by your gross breach of the Contract, J&T Banka is not responsible until the moment of notification of the loss, damage or theft of the Payment Card or notification of the threat of misuse of the Payment Card.
- 37.2 The security of the Payment Card is your responsibility. You must keep the payment card in a safe place, protect it from loss and theft, from misuse, from direct magnetic field damage or from mechanical and thermal damage.
- 37.3 You must carefully protect the PIN of the payment card against disclosure. You must not share the PIN of the payment card with another person. You must not store the PIN with the Payment Card, it must not be written on the Payment Card or on any document or recordable media stored near Payment Cards, etc.
- 37.4 You must periodically check the possession of the Payment Card and take such security measures to prevent the loss, damage or theft of the Payment Card or the data contained therein.
- 37.5 If the Payment Card is being used by someone other than you, this is a gross violation of the Business Terms and Conditions.
- 37.6 You must immediately report the loss, damage or theft of the Payment Cards or threat to misuse the Payment Card to J&T Banka immediately. Loss, theft, misuse or unauthorized use of the Payment Card by another person must be notified to J&T Banka immediately at the telephone number +420 800 226 558. The notifying person must disclose the Payment Card number or any other information under which J&T Banka may identify the Payment Card.
- 37.7 You may request a written confirmation that this has been reported to J&T Banka within eighteen (18) months after reporting the loss, damage or theft of the Payment Card or the threat of misuse of the Payment Card.
- 37.8 In the event of the Payment Card being lost or stolen, until you have notified J&T Banka, pursuant to these Business Terms and Conditions, that the Payment Card has been lost or stolen, you will incur losses from unauthorized Card Transactions. You bear these losses up to €50. Any damages exceeding €50 will be covered by J&T Banka. If you have been grossly negligent or have acted fraudulently, you are in full responsibility for all damages you incurred.
- 37.9 In the event of a Payment Card being lost or stolen, from the moment you notify J&T Banka that the Payment Card has been lost or stolen according to these Business Terms and Conditions, the loss from the unauthorized Card Transactions is borne by J&T Banka. J&T Banka bears these losses in full.
- 37.10 You may request J&T Banka to Block the Payment Card provided to your Current Account. You may request J&T Banka to cancel the Blocking of each Payment Card provided to your Current Account if such Blocking has not been executed by an order of J&T Banka.
- 37.11 If you want to prevent the misuse of the Payment Card for reasons other than the loss or theft of the Payment Card, J&T Banka may request a temporary Blocking of the Payment Card to your Current Account.
- 37.12 You can unblock your Payment Card at the telephone line +420 800 707 606.
- 37.13 J&T Banka may temporarily or permanently, due to the security of the Payment Card, restrict the Validity of the card, particularly if it suspects unauthorized or fraudulent use. J&T Banka must subject you to such limitation before it is executed and, if this is not possible, inform you without undue delay after its execution. J&T Banka must notify you of such a restriction to your e-mail address specified in the Contract, via Internet Banking or by telephone. If the provision of such information could frustrate the purpose of limiting the Validity of the card or would be contrary to legal regulations, J&T Banka does not exercise this application. J&T Banka is not responsible for any damages caused by the temporary or permanent limitation of the validity of the card. Should the reasons for limiting the validity of the card cease to exist, J&T Banka limits the card's validity immediately or issues you a new Payment Card without delay.
- 37.14 In case of loss or theft of J&T Banka, J&T Banka will offer you a provision of a new Payment Card and agree with you on the conditions of its acceptance.

## VI. SECTION – INVESTMENT SERVICES – COMMON PROVISIONS

### 38. Provision of Investment Services

- 38.1 If you are a non-entrepreneurial natural person J&T Banka provides you with Investing Services in the form of Investing or Trading. If you are a legal entity or a non-entrepreneurial natural person, J&T Banka provides you with Investment Services in the form of Investing.
- 38.2 Before J&T Banka provides you with Investment Services, J&T Banka will, in accordance with the Act on Trading in the Capital Market, perform your categorization and assign you to one of the following categories:
- 38.2.1 non-professional client,
  - 38.2.2 professional client,
  - 38.2.3 eligible counterparty (professional client).

- 38.3 If you meet the conditions set out in the Act on Trading in the Capital Market, you may request to be included in another category. Changing the category for you may mean a limitation of protection provided by J&T Banka. On the contrary, a professional client may ask to change the terms of the agreement in order to obtain a higher degree of protection.
- 38.4 For more detailed information about J&T Banka, how to communicate with J&T Banka, about the client categories and their associated rights, and about the conditions of transfer between individual categories of clients, please visit the website.
- 38.5 If you are trading with Investment Instruments, you may not use insider information and you may not manipulate the market pursuant to Regulation (EC) No. 596/2014 of the European Parliament and of the Council (market abuse). If J&T Banka reasonably suspects that the use of insider information or market manipulation is involved in the provision of Investment Services, J&T Banka will notify you of this fact and ask for your clarification. If, despite your clarification, J&T Banka will reasonably suspect that insider information or market manipulation may be involved in your Instruction, J&T Banka will not execute the Instruction. J&T Banka will notify you that it did not execute the Order
- 38.6 J&T Banka hereby warns you that the provision of Investment Services is associated with the following risks:
- 38.6.1 Investment Instruments and Investment Services that are or may be the subject of your Instructions may not be appropriate for every investor. If you are not familiar with their principles, you should not use such services;
- 38.6.2 Investment instruments include the issuer's credit risk. The issuer's credit risk is the risk that the issuer will go bankrupt, as a result of which the issued instruments issued by it will be significantly impaired or completely worthless. In this case, you must count on the fact that you can also lose all the funds you have invested in these Investment Instruments. A downgrading of the issuer's rating may also have a negative impact on the value of Investment Instruments;
- 38.6.3 investing in Investment Instruments is generally associated with the arising of certain risks, in particular, from the nature of the particular Investment Instrument, as well as from the laws and practices of the relevant capital markets or countries;
- 38.6.4 fees and other transaction costs negatively affect the outcome of the investment. You must pay the fees even if the transaction results in a loss;
- 38.6.5 exchange rates, prices, revenues, appreciation, performance or other parameters achieved by individual Investment Instruments in the past may in no way serve as an indicator or guarantee of future rates, prices, revenues, appreciation, performance or other parameters of such or similar Investment Instruments. The exchange rates, prices, revenues, appreciation, performance, or other parameters of the Investment Instruments that are or may be the subject of your Instructions may change over time, grow and drop. A return on invested funds is not guaranteed;
- 38.6.6 the value of Investment Instruments denominated in foreign currencies changes according to foreign exchange rates, which may have both a positive and a negative effect on the value of the Investment Instruments or the proceeds from them in other currencies, or other parameters;
- 38.6.7 the availability or marketability of the Investment Instruments may vary and therefore it may be difficult to buy or sell an Investment Instrument in accordance with the parameters of the Instruction.
- 38.7 Prior to providing the Investment Services, in accordance with legal regulations, J&T Banka must obtain from you information about your expertise and experience in the field of investments, as well as financial background and investment objectives. This information must be obtained by J&T Banka to the extent that J&T Banka will be able to assess whether the provision of the Investment Service is consistent with your expertise and experience so as to understand the risks involved, or whether the provision of the Investment Service is in line with your financial and investment objectives. This information must also enable J&T Banka to assess whether you are investing in Investment Instruments within the designated target market of the investors.
- 38.8 If you are a natural person and if you may be represented by one or more Representatives, the information about your expertise and experience in the field of investments as well as your financial background and investment objectives will be provided to J&T Banka directly by you or by only one of your Representatives of your choice. If you are a legal entity and if you may be represented by more than one Representative, the information about your expertise and experience in the field of investments as well as your financial background and investment objectives will be provided to J&T Banka by only one of your Representatives of your choice.
- 38.9 More detailed information on the provided Investment Services, the Investment Instruments covered by the Investment Service, the risks associated with the relevant Investment Service or the Investment Instruments and the possible reinsurance against them can be found on the Website.
- 38.10 If of your own initiative you submit an Instruction related to simple Investment Instruments, such as publicly traded shares or mutual funds, J&T Banka does not need to identify and evaluate information about your knowledge and experience in the field of investments.
- 38.11 J&T Banka can provide you with information that includes investment recommendations, analyzes of investment opportunities, or opinions on selected Investment Instruments. J&T Banka hereby informs you that this information is of a general nature and is not individualized for the needs of an individual client. This information does not take into account the investment expertise and experience that individual clients have or do not take into account their financial background or investment objectives. In providing this information, J&T Banka adheres to the conditions laid down in the relevant legal regulations for the fair presentation of investment recommendations. However, in the preparation of this information, J&T Banka, for the abovementioned reason, does not follow the rules for individualized investment advice. Success in using the information according to this paragraph is not guaranteed. J&T Banka is not liable for any losses caused by the use of this information. J&T Banka hereby warns you that investment decisions are always your decision only, for which J&T Banka has no responsibility.
- 38.12 In the event of the bankruptcy of J&T Banka, your Investment Instruments and funds held in the Investment Account and Business Account are not part of the assets of J&T Banka. According to the Act on Trading in the Capital Market, your Investment Instruments held in the Investment Account and the Business Account are protected by the guarantee system which operates the Guarantee Fund. The J&T Banka Guarantee Fund pays an annual contribution of 2% of the proceeds from fees and commissions for investment services provided by J&T Banka in the last calendar year. You are entitled to a settlement from the Guarantee Fund if (1) J&T Banka will not be able to issue the assets of Clients and J&T Banka is unlikely to issue the assets of its clients within one (1) year, or (2) if the court has issued a bankruptcy order for J&T Banka or (3) if the court has issued another decision that results in the clients of J&T Banka not being able to effectively demand the issuing of their assets from J&T Banka. Compensation is provided to the client at the rate of 90% of the assets entrusted to J&T Banka, but the maximum amount in Czech crowns is equivalent to EUR 20,000 per client.
- 38.13 More detailed information regarding your property, its protection and the Guarantee Fund is determined by a separate document, which can be found on the Website.
- 38.14 If your Investment Services are provided through an Intermediary, J&T Banka may perform some of its obligations under these Business Terms and Conditions through an Intermediary. In this case, some of the procedures and methods of fulfilling the obligations may differ from a situation where the Investment Services will be provided directly by J&T Banka.
- 39. Instructions – General Provisions**
- 39.1 By instructing, J&T Banka orders you to purchase or sell Investment Instruments for you, or to provide you with other transfers and operations related to the Investment Instruments. You may only grant such Instruction to which you are entitled in relation to the Investment Instruments to which such an Instruction is concerned. Unless otherwise agreed with J&T Banka, the Instruction on the Sale of Investment Instruments may only concern such Investment Instruments with which all separately transferable rights are connected and which do not impose any pledge or other rights of third parties.
- 39.2 J&T Banka accepts and enforces only such Instructions in accordance with the Contract and its Appendices and which apply to the Investment Instruments specified in the Offer of Products and Clear Deal services. J&T Banka may unilaterally modify the Offer of Products and Clear Deal services, in particular the minimum amount of the investment and other conditions of individual Instruments.
- 39.3 Some of the special conditions and rules for investing in the Investment Instruments of a specific collective investment fund that are not specified in the Contract or the Business Terms and Conditions are specified in the statutes (prospectus) of the relevant collective investment fund. You must become acquainted with the statute (prospectus) of the Collective Investment Fund with which you intend to trade on the basis of the Contract.
- 39.4 An instruction must contain all required essentials. The instruction must be comprehensible, complete and legible. You must not delete or erase or overwrite the Instruction.
- 39.5 You are responsible for the completeness, accuracy and veracity of the data you have provided in the Instruction. If the Instruction does not comply with the essentials according to these Business Terms and Conditions, J&T Banka is not responsible for any damages incurred by J&T Banka not executing the Instruction.
- 39.6 You can make an instruction to J&T Banka in one of the following ways:

- 39.6.1 personally, at Point of Sale,
- 39.6.2 electronically through Internet Banking, using the relevant Security Features,
- 39.6.3 by phone through Telephone Banking, using the relevant Security Features,
- 39.6.4 written in paper form through the Intermediary,
- 39.6.5 in another agreed manner.
- 39.7 You can personally submit an Instruction, provided that J&T Banka conducts your Identification or the identity of your Verification. If you refuse the conducting of the Identification or Verification of identity, J&T Banka will not execute the Instruction.
- 39.8 You must submit a written Instruction through Internet Banking and using the Security Features you have agreed to for this method of communication with J&T Banka. J&T Banka is not responsible for damages resulting from the failure of transmitting data to J&T Banka through Internet Banking, which are beyond J&T Banka's control. J&T Banka hereby alerts you of the risks associated with the online submission of an Instruction and the need to consistently protect Security Features and security of the computer on which you are submitting an online Instruction.
- 39.9 You must submit a Telephone Instruction through the designated telephone line and by using the Security Features you have agreed to with J&T Banka.
- 39.10 For some Instructions, J&T Banka may only specify the method of submission. For some Instructions, J&T Banka may demand that the Instruction must include your officially authenticated signature or your identity authentication before a J&T Banka employee.
- 39.11 If you so request, J&T Banka will confirm that you have accepted the Instruction.
- 39.12 You can provide instructions yourself or through a Representative. When submitting the Instruction, you will identify yourself by providing at least the following information: first name and surname or first name and surname of the Representative, signature or other required data, including your birth number.
- 39.13 If the signature on the Instruction does not match the Signature Pattern, J&T Banka will ask you or your Representative who submitted the Instruction, to provide further information to prove your identity. J&T Banka is under no obligation to accept the Instruction if it does not have sufficient information to identify the person submitting the Instruction or the authorization of such person.
- 39.14 If the Instruction is submitted by your Representative, J&T Banka will consider it a manifestation of your will for the purposes of its assessment of appropriateness, suitability or target market of such Instruction and, in the course of performance of its statutory obligations, J&T Banka will process such Instruction in exactly the same manner as if the Instruction was submitted by you.
- 39.15 J&T Banka runs each Trade Instruction for the Investment Instrument under a special number.
- 40. Refusal of Instructions**
- 40.1 J&T Banka may refuse to comply with the Instruction and not carry it out, especially if:
- 40.1.1 The instruction contains conditions that make it impossible for the Instruction to perform or the implementation of which would entail disproportionate difficulties or costs; and further if
- 40.1.2 The Instruction was delivered to J&T Banka at a time when it cannot be executed; and further if
- 40.1.3 The Instruction contains incorrect or incomplete data; and further if
- 40.1.4 The Instruction is indefinite or incomprehensible; and further if
- 40.1.5 J&T Banka suspects that the Instruction is submitted by a person who is not authorized to do so; and further if
- 40.1.6 The Instruction is inconsistent with the internal regulations of J&T Banka or legal regulations or could result in the violation of the law; and further if
- 40.1.7 The Instruction is inconsistent with the rules and regulations of the regulated market operator, Depository or Settlement Center; and further if
- 40.1.8 The Instruction is in violation of the Contract or the Business Terms and Conditions; and
- 40.1.9 the use of insider information, market manipulation or conflict of interest could occur in the meeting of the Instruction, and if
- 40.1.10 J&T Banka estimates that the Instruction does not match your financial background, investment objectives, expertise or experience to understand the risks involved, and the target market of the investors, if any, and
- 40.1.11 in other cases specified in the Contract or the Business Terms and Conditions.
- 40.2 If you are a legal entity or an entrepreneurial natural person, and if you do not have a Legal Entity Identifier and are required to do so for the execution of such an Instruction, J&T Banka may refuse your Instruction.
- 40.3 If J&T Banka refuses to comply with the Instruction, it will inform you without undue delay.
- 41. Processing of Instructions**
- 41.1 The processing of the Instruction is understood to be the acceptance and execution of your Instruction, or its submission to a third party and its recording in the J&T Banka's trading system. If any significant difficulties arise when processing your Instruction, J&T Banka will inform you immediately. If J&T Banka does not find any reason to reject the Instruction, and unless J&T Banka agrees otherwise, J&T Banka will immediately accept the Instruction, in accordance with the principle of time priority, or deliver the Instruction to a third party for execution.
- 41.2 The execution of the Instruction means the implementation of a transaction on the relevant regulated market or other place of transfer to which J&T Banka has access. The execution of the Instruction is also understood according to your instructions in the records of the relevant Depository executed with the Investment Instrument.
- 41.3 Transmitting the Instruction is understood as transferring your Instruction to a third person for execution. Transmitting the Instruction is also meant to transmit the Instruction to a foreign trader to conduct business on a regulated market of which J&T Banka is not a member.
- 41.4 You must submit the Instruction at a time when its implementation is realistic. J&T Banka will accept Instructions in the Hours of Operation, taking into account the Trading Hours and in accordance with the Schedule of Submitted Instructions, which can be found on the Website. J&T Banka is not responsible for any of your losses, damages, or expenses incurred as a result of the delay in transmitting the Instruction to J&T Banka if such delay is due to technical or other errors in communications devices or if it arises for other reasons not affected by J&T Banka.
- 41.5 If J&T Banka receives the Instruction is received on a day that is not a Business Day, and if the Instruction does not result otherwise and if possible in regards to the Trading Time, J&T Banka will execute the Instruction the next following Business Day.
- 41.6 Unless otherwise agreed to with J&T Banka, J&T Banka will not issue you a confirmation of receipt of an individual Instruction.
- 41.7 J&T Banka executes the instructions under the best conditions, in accordance with the current Rules for the Execution of Instructions. You can find the rules for executing Instructions on the Website. J&T Banka also carries out Instructions related to the collective investment fund according to the rules laid down by the statute (prospectus) of the relevant collective investment fund.
- 41.8 If J&T Banka fails to execute the Instructions, it will inform you. J&T Banka is not liable for damages incurred by you in case that an Instruction, which (1) does not meet the conditions set forth in the Business Terms and Conditions or which (2) cannot be executed objectively or which (3) is contrary to legal regulations, J&T Banka not executing or transmitting it.
- 41.9 At your request, J&T Banka will provide you with information on the status of the handling of unexecuted Instructions.
- 41.10 J&T Banka has the right to execute the Instruction against its own account or against the account of a person linked to J&T Banka in terms of assets, personnel or otherwise.
- 41.11 J&T Banka has the right to conduct the Instruction together with the trade on its own account or with the instruction of another client if it is unlikely that the aggregation of instructions will be less advantageous for clients whose Instructions are to be aggregated than to execute them separately. J&T Banka may aggregate Instructions provided that they are Instructions on the same Investment Instruments and Instructions in the same direction. J&T Banka hereby reports to you that the aggregation of Instructions may be less profitable for you than its execution alone. J&T Banka performs an allocation of the performance and obligations of an aggregated Instruction so that the distribution of performance and obligations from the Instructions does not harm any client.
- 41.12 If the aggregated Instruction and trading on your own account were only partially executed, J&T Banka will recognize the performance and the corresponding obligations of the aggregated Instructions will be preferred for you. If J&T Banka has executed the aggregated Instruction under more suitable terms than would have been expected in achieving with individual Instructions or if your Individual Instruction was not executed at all, and if J&T Banka is able to prove this fact, J&T Banka may fairly divide the commitments and obligations of the aggregated Instruction.
- 41.13 You will be informed by J&T Banka about the execution of the Instruction through Internet Banking or by e-mail, to your e-mail address specified in the Contract.

#### **42. Change or Cancellation of Instructions**

- 42.1 The changing or cancellation of an Instruction or a part of it may only be made until the implementation of the Instruction can be technically terminated and only if it is reasonably required by J&T Banka to suspend the execution of the Instruction and only if the changing or cancellation of the Instruction is not in conflict with relevant laws and trade practice.
- 42.2 You must indicate a request for a change or cancellation of the Instruction as such, and you must clearly indicate to which original Instruction or its part it applies. J&T Banka will only accept a request for a change or cancellation of the Instruction or its part if you submit the request in due time at least on the day the Instruction is to be executed in time before it is executed.
- 42.3 The fact that your Instruction has been executed and settled has to be verified. If you find a discrepancy between the Instruction and the transaction result, you must notify J&T Banka of this discrepancy without delay.

#### **43. Management of Investment Instruments**

- 43.1 J&T Banka can also manage Investment Instruments for you. The management of Investment Instruments consists mainly in the fact that J&T Banka will collect dividends, interest yields, or other profits and proceeds arising from your Investment Instruments for you.
- 43.2 J&T Banka uses a third party to manage the Investment Instruments. By concluding the Contract, you authorize J&T Banka to transfer part of its responsibilities in the field of the management of Investment Instrument to its contractual partners.
- 43.3 J&T Banka will always notify you of individual corporate actions (i.e. the payment of dividends, interest income, principal, takeover bids and other material facts relating to the issuer of the Investment Instruments) relating to the Investment Instruments managed for you by J&T Banka and registered in the Investment Account after receiving a notice from its Custodian.

#### **44. Conflict of Interest**

- 44.1 Conflicts of interest may arise, mainly in connection with the following investment services: the execution of instructions regarding investment instruments on the customer's account; the management of the client's property, if it is part of an investment instrument, on a discretionary basis under a contractual arrangement; the subscription or placement of investment instruments with a commitment to its subscription; the placement of investment instruments without the obligation to subscribe; providing investment recommendations and analyzing investment opportunities or similar general recommendations on trading with investment instruments.
- 44.2 A special case of conflict of interest is so-called incentives. In the provision of Investment Services, J&T Bank may not accept, offer or provide a fee, remuneration or non-monetary advantage that may lead to a violation of its obligation to act in a qualified, honest, fair manner and in the best interest of clients. Incentives are only allowed under conditions set out by legislation. In order to manage incentives, J&T Banka approaches in the same way as with other conflicts of interest, i.e. ensures their identification, conducts effective management and takes action against the creation or receiving, offering or provision of inadmissible incentives.
- 44.3 In relation with the provision of Investment Services, J&T Banka issues the rules i.e. the Policy on Conflict of Interests. The objective of the Policy on Conflict of Interest is to prevent, detect and manage conflicts of interest so as to avoid damaging the interests of clients. You can find the Policy on Conflict of Interest on the Website.
- 44.4 J&T Banka governs Conflict of Interest between:
- 44.4.1 J&T Banka, its executives, committed representatives and employees, on the one hand, and clients or potential clients of J&T Banka, on the other;
- 44.4.2 a person who controls J&T Banka or a person controlled by J&T Banka or a person controlled by the same person as J&T Banka and their directors and committed representatives on the one hand and clients or potential J&T Banka clients on the other;
- 44.4.3 clients or potential clients of J&T Bankas mutually;
- 44.4.4 Intermediary on the one hand and their clients on the other.
- 44.5 If a conflict of interest cannot be avoided, J&T Banka will always act fairly and in your best interests. J&T Banka always mainly prioritizes your interests from the interests or interests of those who form a business group with J&T Banka. If there is a conflict of interest between clients, J&T Banka will seek to ensure a fair deal. If a fair solution cannot be ensured, J&T Banka has the right to refuse the provision of the Investment Services.
- 44.6 In cases where conflicts of interest cannot effectively be avoided, J&T Banka will inform you of the existence of the conflict of interest, or of its nature and resources, prior to the provision of the Investment Services. If J&T Banka will inform you about the existence of a conflict of interest, you have the right to decline the Investment Service.

#### **45. Provision of Investment Services for Minor Clients**

- 45.1 J&T Banka provides Minor Clients with Investment Services only in the form of Investing according to these Business Terms and Conditions.
- 45.2 If J&T Banka provides the Investment Services within the Business Account in the form of Trading according to these Business Terms and Conditions, J&T Banka only accepts the Instructions for the Sale of Investment Instruments.
- 45.3 On behalf of a Minor Client, J&T Banka accepts only Instructions for the purchase of Investment Instruments for collective investment securities intended for the public. J&T Banka only accepts Instructions on the Sale of Investment Instruments and Instructions on the Transfer of Investment Instruments from one account to another account only with the prior consent of the court.

### **VII. SECTION – INVESTMENT SERVICES – INVESTMENT**

#### **46. Investment Account**

- 46.1 Your funds are managed at the relevant currency in the Investment Account and the Investment Instruments that J&T Banka manages in the Record or in the Collective Account of the Investment Instrument. J&T Banka establishes an Investment Account for you on the basis of the relevant Application for the Establishing of a Banking Product. The Application for the Establishment of a Banking Product must include a Current Account number linked to the Investment Account.
- 46.2 Unless otherwise stated in the Application for the Establishing of a Banking Product, J&T Banka shall establish the Investment Account no later than the Business Day following the day on which J&T Banka received the Application for the Establishing of a Banking Product. The Investment Account will be established and managed by J&T Banka under the terms of the Contract and the Business Terms and Conditions.
- 46.3 Based on your request, J&T Banka may also establish more Investment Accounts for you. J&T Banka has the right to set the maximum number of Investment Accounts it will establish for you.
- 46.4 J&T Banka will manage your Investment Instruments in the accounts of the Owners, in accordance with the Business Terms and Conditions, the Act on Trading in the Capital Market and the Contract. J&T Banka also performs other activities related to the management of the Record. The J&T Banka manages the Record in electronic form.
- 46.5 An entry in the Record means any day entry into the Record, mainly in:
- 46.5.1 the establishment and cancellation of an Asset Account,
- 46.5.2 changing data about the person who is the owner of the Asset Account,
- 46.5.3 transfer (including donation) or transfer of an Investment Instrument,
- 46.5.4 the establishment, modification or termination of a lien on the Investment Instrument,
- 46.5.5 entry or revoking the PPN to the Investment Instrument.
- 46.6 By applying for an Investment Account you request and agree to set up and maintain your Asset Account. An Asset Account is created by assigning an account number with the identifier of the person for whom the Asset Account has been established. You can also have multiple Asset Accounts established in the Record. The Asset Account is also registered in the Record even if no Investment Instruments are managed in it.
- 46.7 J&T Banka will execute the entry into the Record in accordance with the relevant provisions of the Act on Trading in the Capital Market, based on your Instruction or the order of an authorized person. J&T Banka will execute the entry into the Record in such a way that the data entered in the Record corresponds to the actual status.
- 46.8 Within the managing the Record, J&T Banka manages the following identification data for individual persons: first name and surname, birth number, date of birth, address, identifier or correspondence address, if different from the address, the e-mail address of the account holder and contact telephone number.
- 46.9 If a person's identification changes, J&T Banka will execute the change based on the order of the owner of the Asset Account. If you submit instructions for the registration of a natural person who is not a citizen of the Czech Republic and who does not have a Czech birth number, or if this person has a duplicate of a birth number, at his/her request J&T Banka arranges the assignment of a substitute identification number (NID) in the Central Depository. However, in this case, J&T Banka is not responsible for any damages resulting from incorrect, untrue or incomplete information in the assigning of the NID.
- 46.10 J&T Banka will cancel the account simultaneously with the cancellation of the Investment Account. If, even after the Investment Account is canceled, the Investment Instruments will be registered in the Asset Account, the Asset Account will be canceled at the moment when no Investment Instruments are registered in this Asset Account.

- 46.11 J&T Banka will, at your request, create a statement from the Asset Account. The statement on the Asset Account contains information on the Investment Instruments on your Asset Accounts. The statement of the Record contains the following data:
- 46.11.1 details of the person for whom it is maintained,
  - 46.11.2 data of J&T Banka as the entity managing the Record,
  - 46.11.3 data on the Asset Account or Asset Accounts,
  - 46.11.4 number of Investment Instruments per type and issuance, identified through ISIN,
  - 46.11.5 data on the co-owner of the Investment Instrument and the size of his/her share,
  - 46.11.6 data on the limited transferability of the Investment Instrument set by the issuer,
  - 46.11.7 data on the separately transferable rights and their separation from the book-entry Investment Instrument,
  - 46.11.8 data on whether the Investment Instrument is subject to a lien,
  - 46.11.9 data on the registered PPN,
  - 46.11.10 the day on which the statement is drawn up,
  - 46.11.11 if the Investment Instrument is subject to pledge, also the data on the person who is the pledgee,
  - 46.11.12 in case the PPN is linked to the Investment Instrument, also the data about the person whose order was PPN registered and the period for which the Investment Instrument is suspended.
- J&T Banka will deliver the statement from the Asset Account in the agreed manner.
- 46.12 Within the Record and in the internal record system of J&T Banka and within the Investment Account, J&T Banka has ensured the unambiguous identification of your Investment Instruments and funds so that J&T Banka can at any time distinguish the Investment Instruments and funds held for you from assets held for other clients and from the assets of J&T Banka.
- 46.13 J&T Banka only manages your Investment Instruments for asset accounts. Book-entry investment instruments issued according to Czech law that you purchase are kept in the asset accounts of customers in the Central Depository and in separate records of Investment Instruments managed by the authorized person. These instruments are governed by Czech law. Investment instruments purchased abroad are usually managed in the Collective Accounts of Investment Instruments held by a Custodian or at the Depository opened on behalf of J&T Banka. J&T Banka selects the Custodian and Depository among reputable financial institutions and with professional care.
- 46.14 For the purposes of recording and trading with the Investment Instruments registered with the Central Depository, you must have an asset account set up according to these Business Terms and Conditions.
- 46.15 J&T Banka ensures the records of your Investment Instruments on different Accounts than those on which J&T Banka registered the Investment Instruments.
- 46.16 By transferring the Investment Instruments into your Asset Account or from your Asset Account, in the case of book-entry Investment Instruments issued under Czech law, J&T Banka enters the change of ownership of the account in the Central Depository. Such a change will be made by J&T Banka on your Asset Account without delay, but no later than the closing of the day.
- 46.17 J&T Banka hereby warns you that in some cases your Investment Instrument is managed in the Collective Account for Investment Instruments. You consent to this by concluding a Contract.
- 46.18 J&T Banka hereby warns you that the aggregating of assets from clients in the Collection Accounts of Investment Instruments is particularly associated with the following risks:
- 46.18.1 Investment instruments are held in the Collection Account of the Investment Instruments on behalf of J&T Banka,
  - 46.18.2 in the case of a non-deductible deficit (loss) after eventual third party failure, clients may jointly share the loss, proportionally depending on their share in the aggregated assets,
  - 46.18.3 Investment Instruments managed abroad are subject to applicable foreign law; the foreign legal orders of investors, in the event of the bankruptcy of the Custodian, are usually provided protection in the sense that their Investment Instruments do not become part of the bankruptcy estate; some Depositories may have a lien or similar right to secure their receivables against third parties to the held Investment Instruments and thus, in the event of the Depository's bankruptcy, it may be difficult to transfer the assets back to the Czech Republic; if the foreign legal system does not provide sufficient legal protection to investors or if the Custodian fails to fulfill its obligations properly or if the client's Investment Instruments for any reason are not identifiable and distinguishable from the Custodian's assets and the Custodian is in bankruptcy there is the risk that the client's Investment Instruments will become part of the assets the bankruptcy and the client will have to apply his/her claims in insolvency proceedings.
- 46.19 If J&T Banka uses professional care when holding assets in the Collective Account for the Investment Instruments, it is not responsible for the failure of third parties or their bankruptcy.
- 46.20 To trade on your own account or to trade on behalf of another client, J&T Banka may use your Investment Instruments only if you explicitly and in writing consent to such use of the Investment Instruments in advance.
- 46.21 You transmit funds for dealing with Investment Instruments into your Current Account for trade settlement. At the latest on the day of the execution of your Instruction, you must secure funds on your Current Account at the amount of the expected cash benefit resulting from the execution of the Instruction. The estimated cash benefit resulting from the execution of the Instruction is equal to the sum of the total purchase price for the purchase of the Investment Instrument, including the possible aliquot interest yield (hereinafter referred to as "the AIY") and payments to J&T Banka according to the Fee Rates and the amount of the total purchase cost of the Investment Instruments, or the fee of the market organizer for executing the purchase or Custodian.
- 46.22 If for any reason (mainly as a result of your transactions or clearing fees) receivables for you arise for J&T Banka, such receivables are considered to be receivables for drawing an unauthorized debit on the Current Account.
- 47. Instructions**
- 47.1 With the Instruction to J&T Banka you order the purchase or sale of Investment Instruments for you. An instruction must contain all required essentials.
- 47.2 The Instruction to trade with an Investment Instrument must include:
- 47.2.1 Your identification,
  - 47.2.2 the number of the Current Account determined for the financial settlement of trading,
  - 47.2.3 direction of the trade (purchase, sale),
  - 47.2.4 The ISIN of the Investment Instrument or any other precise identification of the Investment Instrument (at least a shortened name in the case of a foreign Investment Instrument, called a TICKER),
  - 47.2.5 the name of the Investment Instrument,
  - 47.2.6 if you purchase the Investment Instruments, the amount of funds provided for the purchase or the number of the Investment Instrument, the amount of funds to be purchased including any applicable AIY and fees according to the Fee Rates;
  - 47.2.7 if you sell the Investment Instruments, the number of Investment Instruments available for sale;
  - 47.2.8 the limit price of the Investment Instrument for which the transaction is to be executed; the limit price can only be entered in the case of the Instruction given with the number of the Investment Instrument, with an Instruction given with the amount of funds with unused limit value, J&T Banka will purchase or sell the Investment Instrument at the market price, i.e. the best price achievable and in accordance with the rules on executing instructions. If in the Instruction you specify a limit price with the amount of funds, J&T Banka will refuse such an instruction,
  - 47.2.9 the validity of the Instruction; unless otherwise agreed, the Instruction shall be valid until the date of the effective date of the Instruction,
  - 47.2.10 date of the submission of the Instruction,
  - 47.2.11 the effective date of the Instruction, i.e. the date from which the Instruction begins to run; the effective date of the Instruction may be no more than fourteen (14) days from the date of submitting the Instruction:
    - 47.2.11.1 If you do not specify the date (day) of the effectiveness of the Instruction and if you submit the Instruction on the Business Day by the end of the Trading Time, the date of effect of the Instruction is the date of the Instruction.
    - 47.2.11.2 If you do not indicate the date (day) of the effectiveness of the Instruction, and if you submit the Instruction on the Business Day after the end of Trading Time, or if you give the Instruction on a Day that is not a Business Day, the effective date of the Instruction is the next following Business Day after the date of submitting the Instruction.
    - 47.2.11.3 If you specify the Date (day) of the effectiveness of the Instruction, and if that day is a Business Day, the effective date of the Instruction shall be considered that day.

- 47.2.11.4 If you specify the date (day) of the effectiveness of the Instruction, and if that day is not a Business Day, the effective date of the Instruction is the next following Business Day after that day.
- 47.2.12 further information that J&T Banka may request from you for the proper execution of the Instruction.
- 47.3 Instruction to trade with an Investment Instrument, which is collective investment securities, must include data such as the current Instruction on trade with the Investment Instrument, with the following differences:
- 47.3.1 direction of trade - purchase (issue), sale (redemption), transfer; transfer means the sale of the collective investment securities of a designated fund/sub-fund and the simultaneous purchase of collective investment securities of another fund/sub-fund in the same amount of cash (after the deduction of the relevant fee according to the Rates Fee), if the statute (prospectus) of this fund/sub-fund allows,
- 47.3.2 the number of collective investment securities (in the case of a sale or transfer) or the amount of funds intended for the purchase of collective investment securities (in the case of purchase); if in the case of the sale or transfer of designated collective investment securities "everything" is specified instead of a number, you are indicating that you are submitting an Instruction for the sale/transfer of all these securities that J&T Banka records on your Investment account; when purchasing collective investment securities, J&T Banka will purchase the relevant collective investment securities for the specified amount of funds minus the relevant fee according to the Fee Rates,
- 47.3.3 information on the limit price of the Investment Instrument not being used in the Instruction related to collective investment securities; J&T Banka will purchase or sell the Investment Instruments at the market price, i.e. the best price, with professional care and in accordance with the Rules for the Execution of Instructions, the available price; if you specify the limit price to J&T Banka we will reject the Instruction,
- 47.3.4 the validity of the Instruction; unless otherwise agreed, the Instruction is valid for ninety (90) days after the date of the effective date (day) of the Instruction,
- 47.3.5 date of the submission of the Instruction,
- 47.3.6 the effective date of the Instruction, i.e. the date from which the Instruction begins to run; the effective date of the Instruction may be no more than fourteen (14) days from the date of submitting the Instruction:
- 47.3.6.1 If you do not specify the date (day) of the effectiveness of the Instruction and if you submit the Instruction on the Business Day by the end of the Trading Time, the date of effect of the Instruction is the date of the submission of the Instruction.
- 47.3.6.2 If you do not specify the date (day) of the effectiveness of the Instruction, and if you submit the Instruction on the Business Day after the end of the Trading Time or during a day that is not a Business Day, the effective date of the Instruction is the next following Business Day after the date of submitting the Instruction.
- 47.3.6.3 If you specify the date (day) of the effectiveness of the Instruction, and this day is a Business Day, the date of effectiveness of the Instruction is considered to be that day.
- 47.3.6.4 If you specify the date (day) of the effectiveness of the Instruction, and if that day is not a Business Day, the effective date of the Instruction is the next following Business Day after that day.
- 47.4 The market on which the Instruction is to be executed is the Prague Stock Exchange in the case of Investment Instruments traded in the Czech Republic, and in the case of foreign Investment Instruments, the market is a market to be determined by J&T Banka in accordance with the Rules on the Execution of Instructions. J&T Banka directly purchases collective investment securities that are not traded on a regulated market from their issuer (issue of securities) and such securities are sold directly by J&T Banka to their issuer (repurchase of securities). J&T Banka buys and sells collective investment securities that are traded on the regulated market on this regulated market.
- 47.5 By concluding the Contract, you agree to the partial execution of the Instruction. This is mainly the case if the amount of funds determined by you for the purchase of the Investment Instruments exceeds the estimated amount of the purchase price of the Investment Instruments, including the possible AIY and the amount of the costs related to the execution of the Instruction.
- 48. Instructions for the Purchase of Investment Instruments – One-off Investment**
- 48.1 One-off investments are understood as a one-off, non-recurring purchase of the Investment Instrument. J&T Banka accepts and executes only such Instructions on the Purchase of Investment Instruments – One-off investment that is in accordance with the Contract and its Appendices, in particular in line with the general provisions of the Instruction. Instructions on the purchase of Investment Instruments – One-off investment by J&T Banka under the conditions set out in the Contract and its appendices.
- 48.2 At the latest on the day of the execution of the Instruction, you must have free funds on your Current Account set aside for the settlement of the trade, at least in the amount of the expected funds resulting from the execution of the Instruction to purchase the Investment Instrument, i.e. the amount of funds to be purchased as indicated in the Instruction. If you do not have such free funds, J&T Banka has the right not to execute the Instruction.
- 48.3 If in the Instruction you specify an account held in another currency than the currency required for trade settlement as the Current Account for Financial Settlement, by submitting the Instruction for the Purchase or Sale of the Investment Instrument, you submit to J&T Banka a Currency Conversion Instruction in the amount of the funds resulting from the execution of the Instruction. You will submit such a Currency Conversion Instruction from the currency of the Current Account for the financial settlement of the transaction to the currency needed to settle the transaction. Unless otherwise agreed, J&T Banka will use its exchange rate valid for the day or month to determine the exchange rate between currencies by the day or the moment of the acceptance of the Instruction. You do not bear the exchange rate risk associated with currency conversion.
- 48.4 During the validity of the Instruction on the purchase of Investment Instruments until settlement, you may not have the funds designated for the purchase in the Instruction of the specified Investment Instruments available. J&T Banka has the right to block the entire amount of funds designated to execute your Instruction on a Current Account for the financial settlement of the trade. J&T Banka has this right, also in case it turns out that J&T Banka will be able to perform your Instruction only partially. Funds may be blocked by J&T Banka until the moment of the trade settlement executed on the basis of the Instruction in question. J&T Banka will unblock the blocked funds immediately after the settlement of the relevant Instruction.
- 49. Instructions for the Purchase of Investment Instruments – Permanent Investment**
- 49.1 Permanent Investment in Investment Instruments means a file of your monthly Recurring Instructions for the Purchase of Investment Instruments – a one-off investment. Instructions contained by a file of your monthly recurring Instructions on the purchase of Investment Instruments – a one-off investment, may only apply to collective investment securities.
- 49.2 Permanent investment parameters are determined in the Instruction on the Purchase of Investment Instruments – Permanent Investment. There is mainly determined how much J&T Banka is required to purchase relevant collective investment securities every month. In addition, the date of the calendar month for which J&T Banka will submit the repeated Instruction on the Purchase of Investment Instruments – a One-Off Investment, is determined.
- 49.3 The Instruction on the Purchase of Investment Instruments – Permanent Investment and Individual Instructions on the Purchase of Investment Instrument – One-off Investment will only be accepted by J&T Banka if the Instruction is related to an Investment Instrument whose risk is adequate to your expertise and experience.
- 49.4 The Instruction on the Purchase of Investment Instruments – One-Off Investment created based on your Instruction on the Purchase of Investment Instruments – Permanent Investment will be submitted by J&T Banka on a monthly basis, always on the day of the calendar month specified by you (or the next preceding Business Day, if the day of the respective calendar month set by you is not a Business Day). This day in the respective calendar month is the date of submission and acceptance of the Instruction on the Purchase of Investment Instruments. You must ensure that there are sufficient funds on your current Account one (1) Business Day before that date so that the Instruction to Purchase the Investment Instruments can be fully implemented.
- 49.5 If on the day on which J&T Banka is supposed to execute the Instruction on the Purchase of Investment Instruments – One-off Investment created based on your Instruction on the Purchase of Investment Instruments – Permanent Investment, there will be insufficient funds on the relevant Current Account to purchase the relevant Investment Instrument in full, J&T Banka will reject such an Instruction on the Purchase of Investment Instruments – One-off Investment. If more Instructions on the Purchase of Investment Instruments – Permanent Investment are entered in the relevant Current Account and if there is not sufficient funds available on this Current Account for the execution of all the Instructions given under the previous sentence, the J&T Banka Instructions will be executed according to the time priority (i.e. the Instruction on Purchase of Investment Instruments

- Permanent Investment will be executed as the first) or it will be executed according to the order you specify.
- 49.6 If in the Instruction you specify an account held in another currency than the currency required for trade settlement as the Current Account for Financial Settlement, and at the same time, by submitting the Instruction, you submit to J&T Banka a Currency Conversion Instruction in the amount of the funds resulting from the execution of the Instruction, from the currency of the Current Account for the Financial Settlement of the trade to the currency necessary for trade settlement. Unless otherwise agreed, J&T Banka will use its exchange rate valid for the day or month to determine the exchange rate between currencies by the day or the moment of the acceptance of the Instruction on the Purchase of Investment Instruments – One-off Investment. You do not bear the exchange rate risk associated with currency conversion.
- 49.7 Permanent investment parameters, in particular an increase or decrease in the amount or a change in the duration of a permanent investment, can be changed at any time.
- 49.8 In the event that the Instruction on the Purchase of Investment Instruments – Permanent Investment is submitted by a Representative, J&T Banka will submit individual Instructions on the Purchase of Investment Instruments – One-off Investment for you only if the Representative’s authorization to act on your behalf is still valid. Should the Representative cease to be authorized to act on your behalf, J&T Banka will terminate the validity of all Instructions on the Purchase of Investment Instruments – Permanent Investment submitted by this Representative.
- 50. Instructions for the Purchase of Investment Instruments – Regular Investment**
- 50.1 Regular investment in Investment Instrument (collective investment securities) means a set of your Instructions on the Purchase of Securities of a particular collective investment fund (sub-fund).
- 50.2 Regular Investment parameters are determined in the Instruction on the Purchase of Investment Instruments – Regular Investment. There is mainly determined how much J&T Banka is required to purchase relevant collective investment securities every month. The Total Planned Amount Invested means the product of the monthly amounts determined for the individual purchases and the duration of regular investing (in months).
- 50.3 If the “Total Planned Amount Invested” specified in the Instruction on the Purchase of Investment Instruments – Regular Investment does not correspond with the amount calculated as total planned investment amount, J&T Banka will not take such amount into consideration and the remuneration will be calculated from the Total Planned Amount Invested calculated in accordance with these Terms and Conditions.
- 50.4 Methods of paying the fee:
- 50.4.1 gradually - with this method of payment, the amount determined for individual purchases of collective investment securities is divided into two parts in a ratio of 70:30; the J&T Banka’s remuneration will be gradually paid out of the funds in the first part until it is fully paid for, and for the funds in the second part, J&T Banka will, in compliance with the Instruction on the Purchase of Investment Instruments – Regular Investment, purchase collective investment securities;
- 50.4.2 on a regular basis - with this method of payment, J&T Banka’s remuneration is payable at the amount specified in the Fee Rates and at the time of execution of each regular Instruction on the Purchase of Investment Instruments – Regular Investment.
- 50.5 If you choose to pay J&T Banka remuneration gradually, but for any reason there will be no purchase of securities in the total amount planned, which is stated in the Instruction on the purchase of Investment Instruments – Regular Investment, you do not have the right to a refund of any part of the already paid remuneration. This does not apply in the case of withdrawal from the Contract.
- 50.6 J&T Banka will perform purchase of collective investment securities always on the 15th day of the month (or the next preceding Business Day if the 15th day of the month is not the Business Day). You must ensure that there are sufficient funds on your current Account three (3) Business Days before that date so that the Instruction to Purchase the Investment Instruments – Regular Investment can be fully implemented. If there are not enough funds on the relevant Current Account on the date specified, J&T Banka will not perform the purchase, not even partially.
- 50.7 Regular investment parameters, in particular an increase or decrease in the amount or a change in the duration of a regular investment, can be changed only upon an agreement with J&T Banka.
- 50.8 J&T Banka will inform you about the purchase of Investment Instruments as part of a regular investment at least once every six (6) months through Internet Banking or by e-mail, to your e-mail address specified in the Contract.
- 51. Instructions to Sell Investment Instruments**
- 51.1 You may submit an Instruction for the sale of only those Investment Instruments, (1) of which you are the owner (holder), and (2) to whom your right of disposal is not restricted by no means.
- 51.2 During the validity of the Instruction on Selling Investment Instruments until its settlement, you must not dispose of the Investment Instruments being sold.
- 51.3 You remain the owner of the book-entry Investment Instruments, entrusted to J&T Banka for the purpose of its sale until the time when the Investment Instrument is transferred to the new acquirer. The transfer of the book-entry Investment takes place at the moment of registration of the transfer to the asset accounts of the person who keeps the Register of Booked Investment Instruments (e.g. the Central Depository). In the case of the sale of book-entry Investment Instruments in the public market, the registration of the transfer in the Central Depository will be directly organized by the public market operator. In the case of the sale of book-entry Investment Instruments in the public market, the registration of the transfer in the Central Depository will be organized by J&T Banka.
- 51.4 In the case it is determined that in the settlement of the Instruction to Sell Investment Instruments that you have not been the owner of the Investment Instruments for which you have instructed J&T Banka, by signing the Contract, you grant J&T Banka the power to purchase the Investment Instruments in your account as soon as possible until the settlement of the trade in question, and to use all funds in your Current Account for this purchase. If the available balance on your Current Account is insufficient, J&T Banka may also draw a debit payment on the Current Account. The other provisions of these terms and conditions, in particular the provisions on J&T Banka’s liability for damages, are not affected by this provision.
- 51.5 Funds received through the sale of Investment Instruments, reduced by a fee according to the Fee Rates, will be transferred by J&T Banka by the day of the trade settlement to your Current Account for the financial settlement of the trade.
- 52. Instructions to Transfer Investment Instruments**
- 52.1 If you submit a Instruction on the Transfer of Investment Instruments between clients or merchants, you must have sufficient available funds on your Current Account for the financial settlement to pay fees according to the Fee Rates.
- 53. Settlement of Business with Investment Instruments**
- 53.1 J&T Banka must settle the concluded trade, i.e. J&T Banka must ensure the transfer of funds and Investment Instruments in accordance with your Instruction, the Contract and the Business Terms and Conditions. J&T Banka can only settle the conclusion of the trade only if there is sufficient cash on your Current Account for the financial settlement of the trade, or your Investment Account has sufficiently available Investment Instruments needed to execute the trade, and that J&T Banka has received all the necessary information and documents.
- 53.2 The standard settlement method for trades is the delivery-to-pay (DVP) method.
- 53.3 If there is a delay in settlement of the deal, J&T Banka will notify you without delay.
- 53.4 If you do not provide funds or Investment Instruments to execute the Instruction properly or in a timely manner, J&T Banka has the right not to execute the Instruction or to take any action it deems necessary to ensure the suspension or cancellation of the concluded trade.
- 53.5 If J&T Banka manages multiple Investment Accounts for you, you must specify in the Instruction from which Investment Account or to which Investment Account the Investment Instruments are to be settled.
- 53.6 J&T Banka will, upon your request, provide you with information on the individual settlement centers of which J&T Banka is a member, along with information on their main rules.
- 53.7 J&T Banka implements the valuation of Investment Instruments in its trading system on a monthly basis. J&T Banka always values your individual positions on the last working day of the calendar month at the “closing price” reached on the relevant market on that day. If the relevant market for the Investment Instruments was not the last Business Day on a trading day, J&T Banka will value at the price reached on the last trading day in the given calendar month.
- 54. Payment of Yield on Investment Instruments**
- 54.1 The funds that J&T Banka collects for you from dividends, interest yield, or any other profits and proceeds arising from your Investment Instruments, will be transferred by J&T Bank to your Current Account linked to the relevant Investment Account.

## VIII. SECTION – INVESTMENT SERVICES – BUSINESS

### 55. Business Account

55.1 Within the Record and in the internal record system of J&T Banka and within the Business Account, J&T Banka has ensured the unambiguous identification of your Investment Instruments so that J&T Banka can at any time distinguish the Investment Instruments held for you from assets held for other clients and from the assets of J&T Banka.

55.2 J&T Banka hereby warns you that in some cases your Investment Instrument is managed in the Collective Account for Investment Instruments. You consent to this by concluding a Contract.

55.3 J&T Banka hereby warns you that the aggregating of assets from clients in the Collection Accounts of Investment Instruments is particularly associated with the following risks:

55.3.1 Investment instruments are held in the Collection Account of the Investment Instruments on behalf of J&T Banka,

55.3.2 in the case of a non-deductible deficit (loss) after eventual third party failure, clients may jointly share the loss, proportionally depending on their share in the aggregated assets,

55.3.3 Investment Instruments managed abroad are subject to applicable foreign law; the foreign legal orders of investors, in the event of the bankruptcy of the Custodian, are usually provided protection in the sense that their Investment Instruments do not become part of the bankruptcy estate; some Depositories may have a lien or similar right to secure their receivables against third parties to the held Investment Instruments and thus, in the event of the Depository's bankruptcy, it may be difficult to transfer the assets back to the Czech Republic; if the foreign legal system does not provide sufficient legal protection to investors or if the Custodian fails to fulfill its obligations properly or if the client's Investment Instruments for any reason are not identifiable and distinguishable from the Custodian's assets and the Custodian is in bankruptcy there is the risk that the client's Investment Instruments will become part of the assets the bankruptcy and the client will have to apply his/her claims in insolvency proceedings.

55.4 If J&T Banka uses professional care when holding assets in the Collective Account for the Investment Instruments, it is not responsible for the failure of third parties or their bankruptcy.

55.5 J&T Banka can also manage Investment Instruments for you. The management of Investment Instruments consists mainly in the fact that J&T Banka will collect dividends, interest yields, or other profits and proceeds arising from your Investment Instruments for you. The funds that J&T Banka collects for you will be transferred immediately to the Authorized Account by J&T Banka.

55.6 J&T Banka uses a third party to manage the Investment Instruments. By concluding the Contract, you authorize J&T Banka to transfer part of its responsibilities in the field of the management of Investment Instrument to its contractual partners.

55.7 Your funds in Collection Accounts are not interest-bearing. J&T Banka holds the funds of clients in accounts other than those in which J&T Banka stores funds.

55.8 J&T Banka has the right to offset against your monetary receivable for J&T Banka any monetary receivable for you.

### 56. Instructions for the Purchase of Investment Instruments – Regular Investment

56.1 Regular investment in Investment Instrument (collective investment securities) means a set of your Instructions on the Purchase of Securities of a particular collective investment fund (sub-fund).

56.2 Regular Investment parameters are determined in the Instruction on the Purchase of Investment Instruments – Regular Investment. There is mainly determined how much J&T Banka is required to purchase relevant collective investment securities every month. The Total Planned Amount Invested means the product of the monthly amounts determined for the individual purchases and the duration of regular investing (in months).

56.3 If the "Total Planned Amount Invested" specified in the Instruction on the Purchase of Investment Instruments – Regular Investment does not correspond with the amount calculated as total planned investment amount, J&T Banka will not take such amount into consideration and the remuneration will be calculated from the Total Planned Amount Invested calculated in accordance with these Terms and Conditions.

56.4 Methods of paying the fee:

56.4.1 gradually - with this method of payment, the amount determined for individual purchases of collective investment securities is divided into two parts in a ratio of 70:30; the J&T Banka's remuneration will be gradually paid out of the funds in the first part until it is fully paid for, and for the funds in the second part, J&T Banka will, in compliance with the Instruction on the Purchase

Investment Instruments – Regular Investment, purchase collective investment securities;

56.4.2 on a regular basis - with this method of payment, J&T Banka's remuneration is payable at the amount specified in the Fee Rates and at the time of execution of each regular Instruction on the Purchase of Investment Instruments – Regular Investment.

56.5 If you choose to pay J&T Banka remuneration gradually, but for any reason there will be no purchase of securities in the total amount planned, which is stated in the Instruction on the purchase of Investment Instruments – Regular Investment, you do not have the right to a refund of any part of the already paid remuneration. This does not apply in the case of withdrawal from the Contract.

56.6 J&T Banka will perform purchase of collective investment securities always on the 15th day of the month (or the next preceding Business Day if the 15th day of the month is not the Business Day). You must ensure that there are sufficient funds on your current Account three (3) Business Days before that date so that the Instruction to Purchase the Investment Instruments – Regular Investment can be fully implemented. In the event that there will be insufficient cash in the relevant Collective Account, J&T Banka will not execute the purchase, even partially.

56.7 Regular investment parameters, in particular an increase or decrease in the amount or a change in the duration of a regular investment, can be changed only upon an agreement with J&T Banka.

56.8 J&T Banka will inform you about the purchase of Investment Instruments as part of a regular investment at least once every six (6) months through Internet Banking or by e-mail, to your e-mail address specified in the Contract.

### 57. Instructions to Sell Investment Instruments

57.1 You may submit an Instruction for the sale of only those Investment Instruments, (1) of which you are the owner (holder), and (2) to whom your right of disposal is not restricted by no means.

57.2 During the validity of the Instruction on Selling Investment Instruments until its settlement, you must not dispose of the Investment Instruments being sold.

57.3 Instructions to Sell Investment Instruments can be submitted in the following ways:

57.3.1 written in paper form to the address of J&T Banka (in person, by mail, courier, etc.),

57.3.2 through Telephone Banking;

57.3.3 written in paper form through the Intermediary,

57.3.4 in another agreed manner.

57.4 Instructions for the sale of investment instruments must include the following:

57.4.1 Your identification,

57.4.2 direction of trade (sales),

57.4.3 the ISIN of the Investment Instrument,

57.4.4 the name of the Investment Instrument,

57.4.5 number of Investment Instruments or all,

57.4.6 other data and conditions under which the Instruction is to be executed,

57.4.7 further information that J&T Banka may request from you for the proper execution of the Instruction.

57.5 If you are submitting a written Instruction, you must sign the Instruction in accordance to the Signature Pattern.

57.6 You will be informed by J&T Banka about the execution of the sale of the Investment Instrument through Internet Banking or by e-mail, to your e-mail address specified in the Contract.

57.7 Funds gained through the sale of Investment Instruments, reduced by a fee according to the Fee Rates, will be transferred by J&T Banka to an Authorized Account.

### 58. Payment of Yield on Investment Instruments

58.1 The funds that J&T Banka collects for you from dividends, interest yield, or any other profits and proceeds arising from your Investment Instruments, will be transferred by J&T Bank to your Authorized Account.

## IX. SECTION – INTERNET AND TELEPHONE BANKING

### 59. Internet Banking

59.1 You may use Internet Banking according to the conditions of the Contract and the Business Terms and Conditions. You can control selected Banking Products and Investment Services in Internet Banking.

## 60. Establishment and Cancellation of Internet Banking

- 60.1 If you are a non-entrepreneurial natural person, Internet Banking will be set up by J&T Banka after the conclusion of the Contract. After the conclusion of the Contract, J&T Banka will deliver your Password for Internet Banking. Before sending the Password for Internet Banking, you must provide J&T Banka with a mobile telephone number to which J&T Banka will send you an Authentication and Authorization Codes via SMS. Unless otherwise agreed, your Contract Number (the first ten digits) is your User Name for access to Internet Banking.
- 60.2 If you are a legal entity or a non-entrepreneurial natural person, J&T Banka will provide you with Internet Banking upon your request.
- 60.3 The Contract on the Use of Internet Banking is concluded when J&T Banka passes on the Security Features (Password for Access to Internet Banking).
- 60.4 You carry out the activation of Internet Banking by first signing in to Internet Banking. You need to change your password to access Internet banking when you first login.
- 60.5 If you have access to Internet Banking on the basis of another Contract with J&T Banka, your Security Features for the previous contract is considered for the Security Features assigned to you upon the conclusion of the Contract. J&T Banka may also make available to you Banking Products and Investment Services that you have established on the basis of other contracts. This paragraph also applies to contracts entered into with a foreign branch of J&T Banka in the Slovak Republic.
- 60.6 When using Internet Banking, you can:
- 60.6.1 enter the Outgoing Payment Payment Orders in CZK in Czech Republic and foreign currencies in the Czech Republic and abroad; further
  - 60.6.2 enter, change and terminate the Standing Order Payment Orders in CZK in the Czech Republic; further
  - 60.6.3 enter selected Applications for the Establishing of a Banking Product; further
  - 60.6.4 submit selected Instructions; further
  - 60.6.5 control selected Banking products; further
  - 60.6.6 track the current status of Banking Products; further
  - 60.6.7 enter the Loyalty Program; further
  - 60.6.8 activate and deactivate the Mobile Key; and further
  - 60.6.9 use the other Internet Banking services described in the User Documentation.
- 60.7 The J&T Banka will immediately make available to you the functionality which J&T Banka adds to Internet Banking.
- 60.8 J&T Banka will only establish Internet banking for a Minor Client at the request of his/her Legal Representative. J&T Banka will establish access to the Internet Banking of a Minor Client for his/her legal representatives.
- 60.9 For a trouble-free use of Internet banking, you must have the technical equipment specified in the User Documentation.
- 60.10 You will cancel access to Internet Banking by submitting a written request to terminate access to Internet Banking. J&T Banka will cancel access to Internet Banking no later than the next Business Day after the day you deliver the request if you do not specify a day later.

## 61. Operation and Security of Internet Banking

- 61.1 For information on how to use and operate Internet Banking, see the User Documentation.
- 61.2 Internet banking can be used continuously twenty-four (24) hours a day and seven (7) days a week. J&T Banka may interrupt or limit the use of Internet Banking for the time necessary for its maintenance or data processing. You must authorize selected applications by entering the Authorization Code or by confirming the Authorization Notification in the Mobile Key. You will be informed about the state of the processing of individual applications by J&T Banka in Internet Banking.
- 61.3 The individual Internet Banking Security Features, in particular the Internet Banking User ID and Password for Internet Banking, must be carefully protected against disclosure. You must also protect your mobile telephone against misuse or loss, which you use to authenticate through SMS or the Mobile Key. Misuse or suspicion of misuse must be notified immediately by J&T Banka at the Green Line (+420 800 707 606).
- 61.4 You may request written confirmation that this has been reported to J&T Banka within eighteen (18) months of reporting misuse or suspected misuse.
- 61.5 If J&T Banka records:
- 61.5.1 three (3) consecutive attempts to login to Internet Banking with an incorrect Password for access to Internet banking; or
  - 61.5.2 three (3) consecutive entries of an incorrect Authentication or Authorization Code, or
  - 61.5.3 breaching of the protection and security of the Internet Banking or Mobile Key,

J&T Banka may block your access to Internet Banking until revoking.

- 61.6 If you enter an incorrect Mobile Key Password three times (3) consecutively, the Mobile Key will be blocked. For the duration of the blocking of the Mobile Key, J&T Banka will send you the Authentication and Authorization Code via SMS to your mobile phone number.
- 61.7 J&T Banka must inform you of your blocked access through your e-mail address specified in the Contract or by telephone. Internet Banking can be unblocked at the telephone line +420 800 707 606.
- 61.8 To change the mobile phone number used to send an SMS with Authentication or Authorization Code, you must notify J&T Banka personally at the Point of Sale or in writing with an officially authenticated signature.
- 61.9 J&T Banka is not responsible for the damage that will be incurred in the following cases:
- 61.9.1 misuse of Internet Banking by an unauthorized person on your side; further
  - 61.9.2 technical failure on your part; further
  - 61.9.3 defects of the telephone network or data network; further
  - 61.9.4 violating of the secrets of transferred messages that J&T Banka could not have influenced; or
  - 61.9.5 the transmission of incorrect or duplicate data; further
  - 61.9.6 your misuse of Internet Banking; further
  - 61.9.7 failure to fulfill your obligation to notify J&T Banka immediately of any misuse or suspicion of misuse of Internet Banking.
- 61.10 In the case of the misuse or disclosure of the Internet Banking Security Features, until you have notified J&T Banka under these Business Terms and Conditions that the Internet Banking Security Features have been misused or disclosed, you will incur losses from unauthorized payment transactions. You bear these losses up to €50. Any losses exceeding €50 will be covered by J&T Banka. If you have been grossly negligent or have acted fraudulently, you are in full responsibility for all damages you incurred.
- 61.11 In the case of the misuse or disclosure of the Internet Banking Security Features, until you have notified J&T Banka under these Business Terms and Conditions that the Internet Banking Security Features have been misused or disclosed, you will incur losses from unauthorized payment transactions.

## 62. Telephone Banking

- 62.1 You may use Telephone Banking according to the conditions of the Contract and the Business Terms and Conditions. You can control selected Banking Products and Investment Services in Telephone Banking. J&T Banka may not allow Telephone Banking under all Contracts.

## 63. Establishment and Cancellation of Telephone Banking

- 63.1 Based on your request for the establishment of Telephone Banking, J&T Banka will deliver the Password for accessing Telephone Banking. Before sending the Password for Telephone Banking, you must provide J&T Banka with a mobile telephone number to which J&T Banka will send you the Password for Telephone Banking via SMS.
- 63.2 The Contract on the Use of Telephone Banking is concluded when J&T Banka passes on the Security Features (Password for Access to Telephone Banking).
- 63.3 If you have access to Telephone Banking on the basis of another Contract with J&T Banka, your Security Features for the previous contract is considered for the Security Features assigned to you upon the conclusion of the Contract. J&T Banka may also make available to you Banking Products and Investment Services that you have established on the basis of other contracts. This paragraph also applies to contracts entered into with a foreign branch of J&T Banka in the Slovak Republic.
- 63.4 When using Telephone Banking, you can:
- 63.4.1 enter Outgoing Payment Payment Orders in CZK in Czech Republic and foreign currencies in the Czech Republic and abroad; further
  - 63.4.2 enter, change and terminate the Standing Order Payment Orders in CZK in the Czech Republic; further
  - 63.4.3 enter selected Applications for the Establishing of a Banking Product; further
  - 63.4.4 submit selected Instructions; further
  - 63.4.5 control selected Banking products; further
  - 63.4.6 track the current status of Banking Products; further
  - 63.4.7 use the other Telephone Banking services you have agreed to with J&T Banka.
- 63.5 The J&T Banka will immediately make available to you the functionality which J&T Banka adds to Telephone Banking.
- 63.6 J&T Banka's Telephone Banking does not apply to a Minor Client. J&T Banka, at the request of the legal Representative of a Minor Client, shall establish access to the Telephone Banking of a Minor Client for the legal representative of the Minor Client.

- 63.7 You will cancel access to Telephone Banking by submitting a written request to terminate access to Telephone Banking. J&T Banka will cancel access to Telephone Banking no later than the next Business Day after the day you deliver the request if you do not specify a day later.
- 64. Operation and Security of Telephone Banking**
- 64.1 Telephone banking is available through the Green Line (+420 800 707 606).
- 64.2 You can use Telephone Banking on Business Days from 8:00 AM to 6:00 PM. J&T Banka may interrupt or limit the use of Telephone Banking for the time necessary for its maintenance or data processing.
- 64.3 You must carefully guard against individual disclosures of the Security Features of Telephone Banking, in particular the Password for Telephone Banking. Misuse or suspicion of misuse must be notified immediately by J&T Banka at the Green Line (+420 800 707 606).
- 64.4 You may request written confirmation that this has been reported to J&T Banka within eighteen (18) months of reporting misuse or suspected misuse.
- 64.5 J&T Banka can block your access to Telephone Banking until revoking it if it records three (3) consecutive attempts to sign in to Telephone Banking with an incorrect Password for accessing telephone banking.
- 64.6 J&T Banka may block your access to Telephone Banking even if it detects a breach of the protection and security of Telephone Banking.
- 64.7 J&T Banka must notify you of blocking your access through the e-mail address specified in the Contract, via Internet Banking or by telephone. Telephone Banking can be unblocked at the telephone line +420 800 707 606.
- 64.8 To change the mobile phone number used to send a new Password for access to telephone banking, you must notify J&T Banka personally at the Point of Sale or in writing with an officially authenticated signature.
- 64.9 J&T Banka is not responsible for the damage that will be incurred in the following cases:
- 64.9.1 misuse of Telephone Banking by an unauthorized person on your side; further
- 64.9.2 technical failure on your part; further
- 64.9.3 defects of the telephone network or data network; further
- 64.9.4 violating of the secrets of transferred messages that J&T Banka could not have influenced; further
- 64.9.5 the transmission of incorrect or duplicate data; further
- 64.9.6 your misuse of Telephone Banking; further
- 64.9.7 failure to fulfill your obligation to notify J&T Banka immediately of any misuse or suspicion of misuse of Telephone Banking.
- 64.10 In the case of the misuse or disclosure of the Telephone Banking Security Features, until you have notified J&T Banka under these Business Terms and Conditions that the Telephone Banking Security Features have been misused or disclosed, you will incur losses from unauthorized payment transactions. You bear these losses up to €50. Any losses exceeding €50 will be covered by J&T Banka. If you have been grossly negligent or have acted fraudulently, you are in full responsibility for all damages you incurred.
- 64.11 In the case of the misuse or disclosure of the Telephone Banking Security Features, until you have notified J&T Banka under these Business Terms and Conditions that the Telephone Banking Security Features have been misused or disclosed, you will incur losses from unauthorized payment transactions.
- 65. Payment Limits**
- 65.1 The Payment Limit is set at CZK 2,500,000/day. You can change the Payment Limit in agreement with J&T Banka. J&T Banka may unilaterally set the Payment Limit. The Payment Limit applies only to Payment Orders from a Current Account.
- 66. Managing Clerk**
- 66.1 You can request that J&T Banka allow Managing Clerks to control your Banking Products through Internet Banking or Telephone Banking.
- 66.2 Based on your request, J&T Banka will give the Managing Clerk access to Internet Banking or Telephone Banking and to be able to control your Banking Products. In your application establishing the access of the Managing Clerk to Internet Banking or Telephone Banking, you specify the scope of the Managing Clerk's authorization. You determine the scope of the Managing Clerk's authorization as Active Access or Passive Access. Through Internet Banking or Telephone Banking, the Managing Clerk may only perform such operations as have been authorized by you. The scope of authorization for Internet Banking and Telephone Banking is the same.
- 66.3 The Managing Clerk can use Internet Banking or Telephone Banking like you. The Managing Clerk may obtain information about turnover, balances or other handling of your Banking Products.
- 66.4 You must ensure that the Managing Clerk is aware of the scope of his/her authorization. You are responsible for the Managing Clerk's conduct and the operations performed by him/her through Internet Banking or Telephone Banking.
- 66.5 We will only pass on the security features for the Managing Clerk to you. You will hand over the Security Features to the Managing Clerk.
- 66.6 The Managing Clerk can only cancel access to Internet Banking or Telephone Banking on his/her own. Only you can terminate the Managing Clerk's access to all Internet Banking or Telephone Banking. J&T Banka will cancel access to Internet Banking or Telephone Banking no later than the next Business Day on which the request was delivered, unless you or the Managing Clerk decide on a later day in the request.
- 66.7 Your rights and obligations set forth in this section of the Business Terms and Conditions also apply to the Managing Clerk.
- X. SECTION – COMMON PROVISIONS**
- 67. Fees, Commissions, Costs and Taxes**
- 67.1 J&T Banka may charge a fee for usage of certain Banking Products and Investment Services. Information on fees, commissions and costs for usage of Banking Products and the provision of Investment Services can be found in the Fee Rates. The Fee Rates includes the total cost of the Investment Services provided, including all costs and fees associated with the provision of the Investment Service.
- 67.2 If you are a non-entrepreneurial natural person and if the Contracts permits the establishment and maintenance of a Current Account, J&T Banka will forward to you the Fee Information Notice before the conclusion of the Contract. The fee information paper contains standardized information on fees for the use of the main services associated with the payment account. Fees in the Fee Information Notice are specified in the currency of the fee as specified in the Fee Rates. You can also see the Fee Information Notice on the Website and at the Points of Sale.
- 67.3 You must be familiarized with the Fee Rates at the latest on the day the Contract is concluded and then always in advance of submitting an Application for the Establishing of a Banking Product, Payment Order or Instruction.
- 67.4 J&T Banka charges fees, commissions and costs for the use of Banking Products and Investment Services to the Account for which the service is provided.
- 67.5 If you are not a tax resident in the Czech Republic and if you do not submit to J&T Banka a confirmation of your tax domicile or other documents J&T Banka will require in this regard according to the Double Taxation Agreement, J&T Banka will, pursuant to the Income Tax Act and related regulations, shall execute appropriate tax deductions and advance payments to pay the tax. You must submit a new confirmation of your tax domicile to J&T Banka by the end of January of each calendar year. If you change your tax domicile in the course of a calendar year, you must prove this to J&T Banka without undue delay.
- 67.6 In connection with the Contract and Banking Products, other tax obligations may arise besides those you meet through J&T Banka.
- 68. Communication**
- 68.1 You can communicate with J&T Banka in the following methods:
- 68.1.1 personally; or
- 68.1.2 in written form; or
- 68.1.3 by telephone; or
- 68.1.4 by fax; or
- 68.1.5 by e-mail; or
- 68.1.6 through the Website; or
- 68.1.7 through Internet Banking; or
- 68.1.8 through Telephone Banking; or
- 68.1.9 through the Intermediary.
- 68.2 J&T Banka may require some kind of communication for certain situations or actions. Certain methods of communication for certain situations or actions can be found in the Business Terms and Conditions, the Contract and its Appendices or the relevant legislation. You will bear all the costs that you incur when communicating with J&T Banka.
- 68.3 You can communicate with J&T Banka in Czech or Slovak. You can communicate in another language with J&T Banka only by mutual agreement.
- 68.4 You must act in a manner to prevent the misuse of Security Features.
- 68.5 A J&T Banka employee or an Intermediary is provided for you personally.
- 68.6 Written communication is deemed to be the delivery of a written consignment in paper form to the other party in person, by post or courier service.

- 68.7 The moment the written consignment in paper form is delivered to J&T Banka is considered the moment J&T Banka can handle the document for the first time.
- 68.8 All written consignments in paper form will be delivered by J&T Banka using postal services to the Correspondence Address. The written consignments J&T Banka sends to you are deemed to have been delivered:
- 68.8.1 in the case of a courier service, at the time of confirmation of the receipt or the moment when you refuse to accept the consignment or the moment when the courier service declares the consignment undeliverable; or
- 68.8.2 in the case of ordinary or registered mail, seven (7) calendar days from the date of sending; or
- 68.8.3 the moment of receipt in the case of sending with a delivery date.
- 68.9 When shipping the consignment to you, J&T Banka is not responsible for the risk of the loss, damage or destruction of the consignment.
- 68.10 The Hours of Operation for telephone communication are from 8:00 AM to 6:00 PM. of a Business Day.
- 68.11 In telephone communications, J&T Banka will only provide you with Confidential Information through Telephone Banking.
- 68.12 The notifications sent by J&T Banka to you by e-mail are deemed to have been received at the time of sending the notification to the specified email address.
- 68.13 J&T Banka will particularly send you the following through the Website or through Internet Banking or by e-mail:
- 68.13.1 Business Terms and Conditions, Offer of Products and Clear Deal services, Fee Rates, Rules of Complaint, information on time limits for clearing in Payment Transactions, and other documents related to the Contract as amended, and information on their change; and further
- 68.13.2 information on the facts to be determined by Business Terms and Conditions or the Contract.
- This information is published by J&T Banka on the Website primarily in Czech. The information that J&T Banka sends to you by electronic mail can be prepared by mutual agreement in another language. This information will also be provided by J&T Banka at the Points of Sale.
- 68.14 You acknowledge that in the case of e-mail communication, the loss, destruction, incomplete or delayed delivery, unauthorized retrieval, use or misuse of transmitted data may occur. Both you and J&T Banka must proceed in such a way so that these risks are as limited as possible.
- 68.15 In case of a communication device failure or a failure of the trade system J&T Banka uses, J&T Banka will inform you about it prior to filing the Application for the Establishing of a Banking Product, Payment Order or Instruction. In this case, P&T Banka will agree with you on another method of communication and the method of the service's execution.
- 68.16 In order to obtain basic information about Banking Products and Services and your support for the establishment and management of Banking Products and Services, you can contact J&T Banka through the Green Line.
- 69. Statements, Information on Conducted Instructions**
- 69.1 If you are a non-entrepreneurial natural person and if not agreed otherwise, J&T Banka will send you the Banking Product Statements through Internet Banking.
- 69.2 If you are a legal entity or a non-entrepreneurial natural person by and unless otherwise agreed, J&T Banka will send you the Bank Statement:
- 69.2.1 through Internet Banking; or
- 69.2.2 through postal services to your Correspondence Address.
- 69.3 A Statement from the Current Account will be sent to you once a month by J&T Banka. J&T Banka sends you a statement of a Deposit always after the movement. If there is no movement in the Banking Product during the relevant period, J&T Banka will not issue a statement for this Banking Product.
- 69.4 Information on the executed Instruction, which contains information to the extent stipulated by legal regulations, will be sent to you by J&T Banka no later than the following Business Day following the execution of the Instruction, unless stated otherwise. If J&T Banka transmits the Instruction to a third person and the sending of the information depends on the third party's confirmation, J&T Banka will send you the information about the executed Instruction no later than the following Business Day upon receipt of the confirmation from this third party.
- 69.5 J&T Banka will send you the monthly overview of all your executed Instructions and all movements of funds in the past calendar month after the end of the calendar month. J&T Banka gives you access to information on the executed Instruction and a monthly overview of all your executed Instructions and all fund movements in the past calendar month through Internet Banking.
- 69.6 J&T Banka will send you information on the status of your assets registered in your Investment Account and Business Account, to the extent and under the conditions set out in legal regulations at least once (1) per quarter through Internet Banking.
- 69.7 J&T Banka hereby notifies you that the information on the executed Instructions, on the status and movements of the Investment Instruments and funds registered in the Investment Account and the Trading Account published on Internet Banking is only of preliminary non-binding nature until the settlement of the trades. Information becomes binding only when the trade is settled.
- 69.8 As soon as you receive the Statement or the information on the executed Instructions, you must check the accuracy of the data. If the data in the Statement is not correct, you must notify J&T Banka of this fact without undue delay.
- 69.9 The Statement or the information on the executed Instructions is deemed to have been delivered even if there is a failure of delivery on your side.
- 69.10 If you are a non-entrepreneurial natural person, J&T Banka will inform you, after the end of the calendar year, about the fees for services associated with your Current Account for the past calendar year and any interest you may have been charged or credited to your Current Account during this period. This information will be provided by J&T Banka in the Current Account currency. Information about the flat fees will be provided by J&T Banka in the currency of the relevant fees, as stated in the Fee Rates.
- 70. Personal Data and Confidential Information**
- 70.1 In relation to the discussion for concluding the Contract and performing the Contract, J&T Banka shall inform you of the scope and purpose of the processing of your personal data, of the entities that will handle your personal data, of the processing of your personal data and of other rights and detailed information in the field of personal data protection. J&T Banka will inform you about these facts through the "Information about the Processing of Personal Data" document. You can find this document in Points of Sale and the Website [www.itbank.cz/osobni\\_udaie](http://www.itbank.cz/osobni_udaie).
- 70.2 Prior to the conclusion of the Contract and during the term of the Contract, J&T Banka shall disclose Confidential Information to provide all Personal Data necessary for the provision of Banking Products and Investment Services.
- 70.3 According to legal regulations, J&T Banka has to maintain records of all the services that J&T Banka will provide about its activities and businesses. Telephone calls are also recorded. If you so request, and if less than five (5) years or seven (7) years have elapsed since the recording, if required by the relevant supervisory authority, J&T Banka will provide copies of these records. If J&T Banka provides you with a copy of the records, you will pay J&T Banka the costs incurred in this respect.
- 70.4 You and J&T Banka must, even after the termination of the Contract, maintain the confidentiality of Confidential Information and protect it from unauthorized disclosure, provision, access or misuse. This obligation continues after the termination of the Contract. Confidential information may only be made available by J&T Banka to the extent and to the persons and under the conditions laid down by law. In a different case than according to the previous sentence, J&T Banka may only make Confidential Information available to other persons with your explicit consent.
- 71. Complaints and Grievances**
- 71.1 If you believe that J&T Banka has not properly fulfilled statutory or contractual obligations, you may file a complaint or grievance with J&T Banka. For information on complaints and grievances, please refer to the Complaints Procedure. The Rules of Complaint will be sent to you by J&T Banka at your request.
- 71.2 If your complaint or grievance concerns the Investment Services, you must exercise it before you execute any further transactions with the Investment Instruments or the funds that are the subject of a complaint or grievance.
- 71.3 You can resolve any disputes in the selected areas of financial services even out of court. In particular, you have the opportunity to contact a Financial Arbitrer. J&T Banka hereby informs you that you can also file a complaint with the supervisory authority
- 72. The Responsibility of J&T Banka**
- 72.1 J&T Banka is not responsible:
- 72.1.1 for damages arising as a result of circumstances that exclude J&T Banka's liability under applicable law; further
- 72.1.2 for damages arising out of your actions or omissions, violation of your statutory or contractual obligations or the event in which you are affected; further
- 72.1.3 for damages arising out of the actions of your Representative, which are inconsistent with your instructions, the Contract the Business Terms and Conditions or legislation; further
- 72.1.4 or any other loss resulting from the execution of any of your instructions or your decision, even if your decision is to purchase or sell the Investment Instruments or the submission of another

- Instruction will be based on the non-individualized general opinion of J&T Banka or its opinion on the appropriateness of the relevant Instruction; further
- 72.1.5 for any losses that might arise from a drop in the exchange of the Investment Instruments or the insolvency of the issuer of the Investment Instruments of which you are the owner.
- 72.2 If any event occurs that would threaten you or incur damage, J&T Banka will take all reasonable steps to head off the adverse effects on you as little as possible.
- 73. Settlement of Receivables and Receivables from Third Parties**
- 73.1 Unless otherwise agreed, you cannot count your receivables against J&T Banka against any of its receivables against you.
- 73.2 J&T Banka may unilaterally offset against any of your receivables against J&T Banka its outstanding and irrecoverable receivables arising in connection with the management of the Banking Product or the provision of the Investment Services. J&T Banka may also offset these receivables against outstanding receivables, receivables that cannot be settled by the execution of judgments or which cannot be claimed in court, as well as receivables owed. Settlement during the term of Deposit is considered by J&T Banka to be a premature withdrawal.
- 73.3 J&T Banka clears receivables in a foreign currency at the exchange rate for the purchase of the relevant foreign currency according to the Exchange Rate valid on the crediting date.
- 73.4 If J&T Banka clears your receivables against you, it must notify you without undue delay.
- 73.5 If J&T Banka performs clearance:
- 73.5.1 of charges for the provision of services according to the applicable Fee Rates;
- 73.5.2 on the basis of a final and enforceable decision of the competent enforcement authority; or
- 73.5.3 withholding tax in accordance with generally applicable legislation; or
- 73.5.4 due to corrective clearance according to generally applicable legislation; or
- 73.5.5 to pay for payments resulting from Card Transactions that you must pay, including the payment of interest on late payments in connection with the use of Card Transactions; or
- 73.5.6 in other cases according to generally applicable law, the Contract or its appendices, or other documents; or
- 73.5.7 in case of the mutual settlement of receivables and liabilities between you and J&T Banka in relation to the cancellation of a Banking Product; or
- 73.5.8 services or transactions that J&T Banka has executed for you on the basis of other contracts entered into between you and J&T Banka or which have been mediated by companies that are part of the J&T Group,
- J&T Banka may, without your consent, write off your funds from your Current Account of Deposit.
- 73.6 If J&T Banka receives a relevant court or governmental decision before it becomes effective, J&T Banka must block funds on your Current Account up to the amount of the enforceable receivable and its accessories.
- 74. Transfer of Rights and Obligations from the Contract**
- 74.1 You may transfer your rights or obligations from the Contract to a third party only with the prior written consent of J&T Banka. You may only assign (or secure the assignment of a receivable or transfer of a right) or suspend your receivables that arise for you from J&T Banka from the Contract and receivables from individual Deposits only with the prior written consent of J&T Banka.
- 75. Termination of Contractual Relations**
- 75.1 You and J&T Banka can terminate the Contract:
- 75.1.1 by the agreement of the Contracting Parties,
- 75.1.2 termination notice; or
- 75.1.3 withdrawal from the Contract in cases specified by law, the Contract, or Business Terms and Conditions; and/or
- 75.1.4 through other methods according to the Business Terms, Contracts, or applicable legal regulations.
- 75.2 The agreement to terminate the Contract must be in written form. The Contract shall cease to exist under the terms of this agreement. The manner of terminating the Contract and the individual contracts and the method of transferring your Investment Instruments registered in the Collection Account of the Investment Instruments shall be regulated in this Contract.
- 75.3 You and J&T Banka may terminate the Agreement by written notice delivered to the other contracting party. You and J&T Banka may terminate the Contract at any time for any reason or for no reason whatsoever. If you terminate the Contract, the notice period shall be one (1) month and shall begin to run from the date on which J&T Banka received the notice of termination. If J&T Banka terminates the Contract, the notice period lasts for two (2) months and begins to run from the day the notice was delivered to you.
- 75.4 If the nature of the Banking Product allows, the termination may be submitted to one or more Bank Products established under the Contract.
- 75.5 J&T Banka may withdraw from the Contract in accordance with the terms specified in the Contract or the Business Terms and Conditions, in particular if:
- 75.5.1 you mislead J&T Banka by providing incorrect information, a false statement, or providing some information at any time, either by omission or otherwise, and that would have influenced J&T Banka's decision to conclude any contract with you; or
- 75.5.2 you are unable to provide J&T Banka's request with satisfactory evidence that you have obtained the funds you have legally; or
- 75.5.3 J&T Banka will evaluate you at any time as a risk within mandatory care measures; or
- 75.5.4 however you violate the Contract, Business Terms and Conditions or legislation; or
- 75.5.5 The Application for the Establishing of a Banking Product, the Payment Order or the Instruction is in breach of the law, the Business Terms and Conditions or the Contract; or
- 75.5.6 the content of the Contract was inconsistent with the law; or
- 75.5.7 for other reasons specified in the Contract or the Business Terms and Conditions.
- 75.6 The Contract expires if it is terminated:
- 75.6.1 by agreement, the date specified in the agreement; further
- 75.6.2 by a notice of termination; further
- 75.6.3 withdrawal from the Contract, delivery of the withdrawal to the other contracting party; further
- 75.6.4 otherwise according to the Contract, the Business Terms and Conditions or the applicable laws, at a time specified in the Contract, the Business Terms and Conditions, or applicable legal regulation.
- 75.7 If you deliver your termination of the Contract to J&T Banka and if J&T Banka will also manage the Deposit for you, the Termination of the Contract does not affect such a Deposit. The Deposit will continue to be managed by the relevant provisions of the Contract and its appendices.
- 75.8 If you deliver to J&T Banka your termination or withdrawal from the Contract, you must instruct in the notice of termination or withdrawal of the Instruction to which account J&T Banka is to transfer your Investment Instruments registered in the Collective Account of Investment Instruments. If you do not issue such an Instruction during the notice period:
- 75.8.1 J&T Banka may sell your Investment Instruments on your behalf under current market conditions and transfer the received funds to an Authorized Account; and further
- 75.8.2 you must pay the costs incurred to J&T Banka and the penalty fee according to the Fee Rates.
- 75.9 Upon submitting the termination of the Contract or withdrawal from the Contract, J&T Banka may not accept your Applications for the Establishing of a Banking Product or your Instructions, except Instructions for the Sale of Investment Instruments.
- 75.10 If you deliver your termination of the Contract to J&T Banka and if J&T Banka will also manage a Deposit for you, the Termination of the Contract does not affect such a Deposit. The Deposit will continue to be managed by the relevant provisions of the Contract and its appendices.
- 75.11 The notice or withdrawal from the Contract will contain the J&T Banka's appeal to inform them about the Instruction within determined period to which account J&T Banka is supposed to transfer your Investment Instruments registered in the Collective Account of Investment Instruments. If you do not submit such an Instruction within the specified deadline:
- 75.11.1 J&T Banka may sell your Investment Instruments on your behalf under current market conditions and transfer the received funds to an Authorized Account; and further
- 75.11.2 you must pay the costs incurred to J&T Banka and the penalty fee according to the Fee Rates.
- 75.12 If you or J&T Banka withdraw from the Contract, J&T Banka may promptly declare all your Deposits due and transfer for you to the account the principal Deposit along with interest accrued on the day preceding the day of early maturity.
- 75.13 In the cancellation of a Current Account or a Deposit, you must give J&T Banka the instruction on how J&T Banka is to settle the balance. If you do

not submit such an order, J&T Banka will record the balance until the limitation period of your receivables for the payment of funds on the Current Account or Deposit and its interest rate of 0% p.a.

- 75.14 At the latest on the date of the termination of the Contract or the Banking Product, you must settle any of your obligations under the Contract or the Banking Product you terminate. If you terminate the Contract, you must return all Payment Cards to J&T Banka no later than the first (1) day of the termination notice period. If J&T Banka terminates the Contract, you must return all Payment Cards within 14 (fourteen) days of receipt of the notice of termination. If you do not return all payment cards within the time limit, J&T Banka may block these Payment Cards.
- 75.15 If a receivable arises for J&T Banka upon the cancellation of the Current Account or Deposit or the use of the Payment Card, you must, at J&T Banka's request, pay this receivable without delay. If you do not pay the receivable immediately, J&T Banka may charge interest on late payment according to the Fee Rates.
- 75.16 The right to execute Card Transactions will expire by returning the Payment Card.
- 75.17 J&T Banka will, for a period of thirty (30) days from the date of the return of the Payment Card, the expiration of Payment Card's validity or the blocking of the Payment Card, block funds on the Current Account at an amount equal to the minimum cumulative Drawing Limit for the execution of Card Transactions.
- 75.18 In the case of your death, which will be evidenced by a plausible document (death certificate), J&T Banka will block Internet Banking, Telephone Banking and Payment Cards and terminate any Instructions that you or your Representative have entered. J&T Banka will continue to execute Payment Orders from the Current Account entered by you or your Representative. Payment orders that J&T Banka does not have to execute after your death can be determined in advance. Unless otherwise provided by power of attorney, your Representative's authorization will not cease to exist.
- 75.19 J&T Banka will handle the funds in the Current Account or Deposit and Investment Instruments according to the final decision of the court or other authority in charge of inheritance proceedings.
- 75.20 J&T Banka will transfer funds to the bank account of an authorized heir. J&T Banka will transfer investment instruments to the bank account of an authorized heir. If an authorized heir does not have an asset account, he/she must establish it. Without such an asset account, J&T Banka cannot issue the Investment Instruments.
- 75.21 If, in the Current Account that is to be canceled, orders are established on still unjustified decisions due to the disposition under the title of establish executions of decisions or enforcement proceedings by ordering a receivable from the Current Account, J&T Banka will terminate the Contract and cancel the Current Account after such judgment or execution is enforced or after the effect of such order passes.
- 75.22 If J&T Banka receives a decision on enforcement of a judgment or execution of a receivable from a Deposit, which is not yet final, and if the relevant Deposit is a Term Deposit and the Term Deposit becomes payable before such decision is legally enforceable, J&T Banka will cancel such Term Deposit as of the day of its maturity and freeze the funds up to the amount affected by such enforcement of a judgment or execution. J&T Banka will pay the remaining part of the funds to you and the frozen funds in accordance with the final decision. If the relevant Deposit is a Deposit with a Notice Period, J&T Banka will cancel such Deposit with a Notice Period only partially and freeze the funds up to the amount affected by such enforcement of a judgment or execution on the account of such Deposit with a Notice Period. In other aspects, J&T Banka will proceed as in the case of the Term Deposit.
- 75.23 If J&T Banka receives a notice that the decision on enforcement of a judgment or execution of a receivable from the Deposit became legally enforceable, the Deposit or the relevant part thereof which corresponds to the amount affected by the enforcement of a judgment or execution will become payable upon delivery of such notice.
- 75.24 If you are a non-entrepreneurial natural person and if you concluded the Contract outside of a Point of Sale, you have the right to withdraw from the Contract:
- 75.24.1 within three (3) months from the date you have come to know that J&T Banka has not provided you with information according to Section 1843 of the Civil Code or provided you with misleading information; and you have the right to withdraw from the Contract
- 75.24.2 with specifying a reason without any penalties within the deadline of (14) calendar days from the date of the conclusion of the Contract or within fourteen (14) calendar days from the date when you received the information pursuant to Section 1843 of the Civil Code, unless that date occurred after the conclusion of the Contract.
- In this case you must deliver the withdrawal from the Contract to J&T Banka in written form within specified deadlines. If you do not deliver the withdrawal from the Contract within the specified deadlines, this withdrawal is not effective.
- 75.25 Delivery is understood to mean:
- 75.25.1 personal delivery at the moment of handover to the addressee. If the addressee refuses to accept the document, the document is deemed to have been received at the time of its handover by the person who was authorized for the delivery of the document;
- 75.25.2 delivery by fax when confirmation of receipt by the receiving fax machine has been received;
- 75.25.3 delivery with the use of postal services three (3) Business Days after sending by registered post.
- 75.26 You can apply the rules relating to client mobility according to the Standard of the Czech Banking Association's "Client Mobility Code - Procedure for Changing of a Payment Account".

## XI. SECTION – FINAL PROVISIONS

### 76. Final Provisions

- 76.1 These Business Terms and Conditions are valid and effective from 1 August 2019.
- 76.2 These Business Terms and Conditions canceling the J&T BANKA, a.s. Business Terms and Conditions for Clear Deal are valid as of 31 October 2018.
- 76.3 The Business Terms and Conditions apply even after the termination of the contractual relationship until the full settlement of the claims arising from or in connection to the Contract.
- 76.4 J&T Banka changes its Business Terms and Conditions Changes respect to changes in legislation, changes in conditions on the banking services market, or changes brought about by the development of J&T Banka's technology and business policy. In such a case J&T Banka mainly changes the Business Terms and Conditions particularly in regards to the sections regulating communication with you, the negotiation, modification and termination of contracts on banking services, payment rules, or requirements for your representation and the scope of mutual information.

## Appendix 1 Deadlines for Payments

### Maximum Payment Deadlines for Executing a Payment Transaction within J&T Banka - Payment Order Submitted in Written Form at the Point of Sale

Transmitting a Payment Order to the Bank	The moment of receipt of the Payment Order	Adding a payment to the Beneficiary's account
by 5:00 PM on the Business Day	the same Business Day	the same Business Day
after 5:00 PM on the Business Day	the next Business Day	the next Business Day

### Maximum Payment Deadlines for Executing a Payment Transaction within J&T Banka - Payment Order Transmitted through Internet Banking or Indirect Submission of Payment Order Services

Transmitting a Payment Order to the Bank	The moment of receipt of the Payment Order	Adding a payment to the Beneficiary's account
by 8:00 PM on the Business Day	the same Business Day	the same Business Day
after 8:00 PM on the Business Day	the next Business Day	the next Business Day

### Maximum Payment Deadlines for Executing a Payment Transaction within J&T Banka - Payment Order Transmitted through Telephone Banking

Transmitting a Payment Order to the Bank	The moment of receipt of the Payment Order	Adding a payment to the Beneficiary's account
by 6:00 PM on the Business Day	the same Business Day	the same Business Day
after 6:00 PM on the Business Day	the next Business Day	the next Business Day

### Maximum Payment Deadlines for Executing a Domestic Payment Transaction (within the Czech Republic in CZK) - Payment Order Submitted in Written Form at the Point of Sale

Transmitting a Payment Order to the Bank	The moment of receipt of the Payment Order	Adding a payment to the Beneficiary's bank account
by 5:00 PM on the Business Day	the same Business Day	the next Business Day
after 5:00 PM on the Business Day	the next Business Day	the second following Business Day

### Maximum Payment Deadlines for Executing a Domestic Payment Transaction (within the Czech Republic in CZK) - Payment Order Transmitted through Internet Banking or Indirect Submission of Payment Order Services

Transmitting a Payment Order to the Bank	The moment of receipt of the Payment Order	Adding a payment to the Beneficiary's bank account
by 8:00 PM on the Business Day	the same Business Day	the next Business Day
after 8:00 PM on the Business Day	the next Business Day	the second following Business Day

### Maximum Payment Deadlines for Executing a Domestic Payment Transaction (within the Czech Republic in CZK) - Payment Order Transmitted through Telephone Banking

Transmitting a Payment Order to the Bank	The moment of receipt of the Payment Order	Adding a payment to the Beneficiary's bank account
by 6:00 PM on the Business Day	the same Business Day	the next Business Day
after 6:00 PM on the Business Day	the next Business Day	the second following Business Day

### Maximum Deadlines for Executing Non-documented Payment Transactions (abroad or within the Czech Republic in foreign currency)

Transmitting a Payment Order to the Bank	The moment of receipt of the Payment Order	Adding a payment to the Beneficiary's bank account
<b>Outgoing payment in EUR to EU/EEA Member States <sup>1)</sup></b>		
by 3:00 PM on the Business Day	the same Business Day	the next Business Day
after 3:00 PM on the Business Day	the next Business Day	the second following Business Day
<b>Outgoing payment in the currency of EU/EEA Member States (excluding EUR) to EU/EEA Member States</b>		
by 3:00 PM on the Business Day	the same Business Day	the fourth following Business Day
after 3:00 PM on the Business Day	the next Business Day	the fifth following Business Day
<b>Outgoing payment in another currency than that of the EU/EEA Member States to EU/EEA Member States</b>		
by 3:00 PM on the Business Day	the same Business Day	the fourth following Business Day
after 3:00 PM on the Business Day	the next Business Day	the fifth following Business Day
<b>Outgoing payment to a non-EU/EEA Member State</b>		
by 3:00 PM on the Business Day	the same Business Day	the fourth following Business Day
after 3:00 PM on the Business Day	the next Business Day	the fifth following Business Day

<sup>1)</sup> In case of a submission of a paper Payment Order, J&T Banka is entitled to extend the above-mentioned deadlines by one Business Day.