

## Business Terms and Conditions of J&T Banka, a. s., for banking services Effective from ~~16 September 2022~~ April 2022

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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  
Sokolovská 700/113a, 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.: +420 800 707 606  
phone number in the case of abuse or suspected misuse of Internet banking or Telephone Banking: +420 800 707 606  
telephone number in case of misuse or suspicion of misuse of Payment Cards: +420 800 226 558  
e-mail: [jtbank@jtbank.cz](mailto:jtbank@jtbank.cz) [cleardeal@jtbank.cz](mailto:cleardeal@jtbank.cz), [info@jtbank.cz](mailto:info@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, Instructions, 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-off 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 Key is the electronic device that generates the Authentication Code or Authorization Code for you.

The Authorization Code is a one-off 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. On the Authorized Account, J&T Banka transfers funds from the Cash Account to you and pays to you money received as income from bonds for which J&T Banka is the Administrator

ATM is a mechanical device used to withdraw cash or provide other services.

Banking product is a Current Account, Deposit, Payment Card, Safety Deposit Box, Investing and Business. The Banking Product will be provided to you by J&T Banka under the terms and conditions of the Contract.

Security features are your first name and surname, Signature Pattern, user name for Internet Banking, password for access to Internet Banking, Authorization Key, 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.

The Security Box is a safety deposit box a lockable safe-type device enabling the storage of items suitable for such storage, which is located in a safe in the premises of 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 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.

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 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.

The number for Sub-Account for Advances is your birth number or identification number (RIN).

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 and a passport. J&T Banka may reject a document other than the specified documents.

Cardholder is the person who is entitled to execute the Card Transactions and whose name is indicated on the front of the Payment Card. The provisions of these Business Terms and Conditions applicable to the Representative shall apply mutatis mutandis for the Cardholder.

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

Payment Card ePIN is a numeric code used to authenticate the Cardholder when confirming Internet Card Transactions. J&T Banka will be sent Payment Card ePIN to the Cardholder by SMS message to the Cardholder's mobile phone. Entering this code is an unambiguous consent when performing the Authorization of Internet Card Transactions in combination with the 3D Secure Code.

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.

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. More detailed information about the Guarantee Fund and payment of compensation can be found on the website [www.gfo.cz](http://www.gfo.cz).

Financial Market Guarantee System is the organization that provides for the payment of compensation of insured Deposit. For more information about the Financial Market Guarantee System and the payment of compensation of Insured Deposit, visit the website [www.garancnisystem.cz](http://www.garancnisystem.cz).

Guaranteed deposit with premium is a deposit according to Section 2680 et seq. of the Civil Code. Guaranteed deposit with a premium is fixed-term Deposit whose yield is partly or completely dependent on the development of the underlying asset.

Operation Day Time Schedule is the timetable for receiving and processing the Instructions. You can find the current version of the Operation Day Time Schedule on the Website in the Investment Services section.

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 is an internationally standardized account number that uniquely identifies the account, country and financial institution.

Identification is the procedure aimed at identifying, recording and verifying a person's identification data from an Identity Document or a Legal Entity Document in accordance with the requirements of the AML Act.

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

Website is the website [www.jtbank.cz](http://www.jtbank.cz).

Internet banking is an internet portal through which you can conduct some banking operations on the Internet and assign the selected Instructions. Internet banking is available through 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. J&T Banka is not under the obligation to adopt Instructions for all investment instruments with which J&T Banka may trade.

Investment advisory is the provision of personalized advisory which is directed at the purchase, sale, subscription, placement, redemption, holding or other handling of a particular Investment instrument or instruments or which is directed at exercising the right to such handling. J&T Banka provides Investment advisory in accordance with the law and at its sole discretion.

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 AML Act.

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 in the Important Information section.

Withdrawal limit is the highest cash amount J&T Banka, through Card Transactions, will allow the Cardholder to dispose 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.

Card currency is the Current Account currency for which the Payment Card is issued. For Payment Charges, the Card Currency is the currency in which the Credit Line is managed.

Monthly payment is the amount equal to the total amount of Card Transactions executed through the Payment Card and cleared for the Credit Line in the relevant calendar month. This amount may be increased by charges according to the Fee Rates.

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.

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 Terms and Conditions are the Business Terms and Conditions of J&T BANKA, a.s. for banking service governing the relationship between you and J&T Banka, unless this relationship is governed by a Contract.

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 Cash Account.

Renewed deposit is Deposit established from the Completed Deposit, at your request, under the terms of the Contract 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, 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, the Cardholder is asked to enter the payment card PIN and insert the Payment Card into the POS terminal.

Cash account is a collection account intended for sending funds for the purpose of executing your trading with Investment Instruments. J&T Banka's cash account is used as a common collection account for all its clients. Analytical evidence for the Cash Account is maintained through the Sub-Account for Advances. Funds in the Cash Account are remunerated at 0% p.a.

Payment Card PIN is a numeric code used to authenticate the Cardholder 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.

Payment charge card is a Payment Card with a Credit Framework.

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.

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 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.

Sub-account for advances is the analytical account which is conducted to the Cash Account for each client. On the Sub-Account of Advances, in order to execute your transactions with the Investment Instruments, J&T Banka conducts an overview of the status and movement of your cash advances.

The Instructions are your clear and comprehensible order for J&T Banka to conduct any negotiations. The Instructions are, in particular, the Instructions for the Purchase of Investment Instruments and the Instructions 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. The Cardholder conducts 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.

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 that is a business day in the Czech Republic and when J&T Banka performs banking activities during the Hours of Operation.

Rules for implementing Instructions are the rules governing the transmission and implementation of the Instructions. You can find the current text of the Instructions on the Website in the Investment Services section.

Private banker is an employee of J&T Banka, who has the right to negotiate with you on concluding a contract, to conduct an Identification and to conduct an Authentication. The private banker is the person with whom you prefer to communicate. The obligation of the Private Banker is to provide professional care for you.

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.

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 in the Banking Services section.

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.

Collection account is the account that J&T Banka manages. The funds designated for the establishment of the Deposit are transferred from the Collection Account. The Collection Account number is specified on the relevant Application for the establishment of a banking product or in a separate contract. The collection account is common for all clients.

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 current Key Information Communication is on the Website in the Important Information section.

SEPA 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 is an operating system for outgoing SEPA payments and incoming SEPA payments.

SEPA Scheme SDD 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 a contract, including its annexes and supplements, whose subject is the provision of services by J&T Banka, in particular Banking Products, which refers to the supportive adaptation of these Business Terms and Conditions.

Information service on payment account is 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 is 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 Instructions.

Term deposit is the deposit pursuant to Section 2680 et seq. of the Civil Code. The term deposit is fixed-term Deposit.

Account is the Current Account. In connection with Payment Cards, the Account is the account to which the Payment Card was issued.

Completed 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 and the Business Terms and Conditions.

UMR is a unique reference to the mandate that identifies the debiting relationship.

Credit Line is the maximum amount agreed between you and J&T Banka, up to the amount with which the Cardholder may execute Card Transactions with the Payment Charge Card. If multiple Payment Charge Cards are issued to one Loan, then this limit is common for all of these Payment Charge cards.

Tied Agent is a person who represents J&T Banka at the conclusion of the Contract and provides related services to you.

Deposit is Term Deposit, Deposit with a notice period, Guaranteed Premium Deposit, and Subordinated Deposit. The deposit of J&T Banka shall be accepted under the terms of the Contract 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 is an indefinite Deposit.

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.

Declared interest rate is the interest rate determined by J&T Banka. You can find the current Declared Interest Rates on the Website or Points of Sale.

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 Account or the Deposit.

Assigned access is a type of Managing Clerk access to Internet Banking. With Assigned Access the Managing Clerk makes it possible to create an Application on Establishing a Banking Product, a Payment Order, Instructions, or a Change of Banking Product Parameters to the extent available in Internet Banking. The Managing Clerk is not allowed the authorization of the Application on Establishing a Banking Product, Payment Orders, Instructions or Changes in Banking Product Parameters. You can only limit the Managing Clerk's access to a specific Group of Banking Products.

The AML Act is Act No. 253/2008 Coll., on certain measures against the legalization of criminal proceeds and the financing of terrorism.

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 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. When using Internet Banking, the Representative is the Managing Clerk. When using the Payment Cards, the Representative is the Cardholder.

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 conclusion of the Contract for J&T Banka and provides related services to you.

Billing period is every calendar month in which Credit Line is drawn through the Payment Charge Card.

Application on establishing a banking product is your unambiguous and comprehensible application for J&T Banka to establish a Banking Product for you.

Application on establishing a deposit is the Application on establishing a banking product, where the banking product is a Deposit.

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 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.

## II. SECTION – ESTABLISHMENT OF THE CONTRACT

5. Conclusion of the Contract
- 5.1 You can conclude a contract with J&T Banka:
  - 5.1.1 at Points of Sale; or
  - 5.1.2 through an Intermediary; or
  - 5.1.3 through a Tied Agent; or
  - 5.1.4 through the client line or the Website, in this way, a Representative cannot conclude the Contract; or
  - 5.1.5 through the Internet Banking, in this way, a Representative cannot conclude the Contract.
- 5.2 J&T Banka may refuse to conclude contracts, even without giving a reason, expect in case stipulated by law.
- 5.3 You will be notified immediately by J&T Banka that J&T Banka has refused to conclude the Contract with you.

- 5.4 If your Remote Identification is not completed within three (3) months, the Contract will expire.
- 5.5 Prior to the conclusion and duration of the Contract, at the request of J&T Banka, you must prove your identity, namely through:
- 5.5.1 Proof of identity; or
- 5.5.2 Documents proving your legal status, especially if you are an entrepreneur or a legal person; or
- 5.5.3 additional documents proving your Verification of identity; or
- 5.5.4 using Security Features; or
- 5.5.5 the required identification data when communicating by telephone with J&T Banka; or
- 5.5.6 Your identity can also be verified by J&T Banka by a set of questions.
- 5.6 For each individual case, J&T Banka can determine the following:
- 5.6.1 what types of documents it will require; and further may determine
- 5.6.2 which documents will require an officially certified copy or the original; and may determine
- 5.6.3 which documents will require higher authentication or apostille.
- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 You must provide J&T Banka, at its request and without undue delay, all necessary documents to enable J&T Banka in particular:
- 5.10.1 to obtain data on the purpose and intended nature of the business or business relationship; and further
- 5.10.2 find out the beneficial owner and controlling person if a legal person, trust or other legal arrangement without a legal personality; and further
- 5.10.3 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 with your risk profile; and further
- 5.10.4 review sources of funds.
- 5.11 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.
- 5.12 If any information by you changes, you must notify J&T Banka immediately, in the required manner, or prove it upon request.
- 5.13 If J&T Banka learns that any of your Personal Data has changed, it will immediately change it without your request or notification.
- 5.14 J&T Banka will, at request, provide you the content of the concluded Contract.
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, must be comprehensible, complete and legible.
- 6.2 You may request J&T Banka to establish a banking product in one of the following ways:
- 6.2.1 written in paper form to the address of J&T Banka (in person, using postal services, etc.); or
- 6.2.2 by telephone; or
- 6.2.3 through electronic mail; or
- 6.2.4 through Internet Banking; or
- 6.2.5 through Telephone Banking; or
- 6.2.6 through the Tied Agent; or
- 6.2.7 through the Intermediary; or
- 6.2.8 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, the Tied Agent or the Intermediary.
- 6.4 Written Applications for the Establishing of an Electronic Banking product must be sent from the e-mail address for this type of communication with J&T Banka agreed upon and must contain the agreed Security Features for this type of communication with J&T Banka.
- 6.5 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.
- 6.6 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.
- 6.7 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 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 by an employee of J&T Banka, a Tied Agent or an External Banker.
- 6.8 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.
- 6.9 A properly submitted Application for the Establishing of a Banking Product will be processed and handled without delay by J&T Banka.
- 6.10 If you so request, J&T Banka will confirm that your Application for the Establishing of a Banking Product has been accepted.
- 6.11 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 of 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.
- 6.12 J&T Banka may refuse to comply with the Application for the Establishing of a Banking Product, even without giving a reason.
- III. SECTION – BANK ACCOUNTS AND DEPOSITS
7. Establishing a Current Account
- 7.1 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.
- 7.2 J&T Banka does not establish anonymous Current Accounts or common Current Accounts.
- 7.3 J&T Banka has the right to set a minimum opening balance for the establishing of a Current Account.
- 7.4 On your Current Account, you must maintain a sufficient amount of funds to cover your obligations to J&T Banka.
8. Managing Funds in a Current Account
- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 With the funds on your Current Account, you can dispose of up to the amount of the available balance.
- 8.5 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.

- 8.6 You can dispose of funds in your Current Account on the basis of Payment Orders, Applications for the Establishing of a Banking Product, and Instructions.
9. Establishment and Maintenance of Deposit
- 9.1 J&T Banka establishes the following types of Deposits:
- 9.1.1 Term Deposit; further
- 9.1.2 Guaranteed Deposit with Premium; further
- 9.1.3 Subordinated Deposit; further
- 9.1.4 Deposits with Notice Period.
- 9.2 J&T Banka will base the deposit from the Current Account or from the Collection Account. The deposit will be established by J&T Banka on the basis of a Contract on a Deposit concluded according to this Contract.
- 9.3 J&T Banka shall only establish a Deposit for a minor Client from the Client's Current Account.
- 9.4 The Contract on a Deposit opened from the Current Account and the Collection Account is concluded, and the Deposit is created when all the following conditions are met:
- 9.4.1 J&T Banka receives an Application for the Establishing of a Deposit; and
- 9.4.2 on the account specified in the Application for the Establishing of Deposit, there are funds amount equal to the minimum required amount of the selected Deposit; and
- 9.4.3 Deposit equal to or higher minimum amount of the Deposit. If the amount of funds transferred as a Deposit does not reach the minimum amount of the Deposit, J&T Banka may refuse your Application for the Establishing of a Deposit.
- 9.5 The Application for the Establishing of a Deposit from the Current Account and the Collection Account must include:
- 9.5.1 the type of Deposit,
- 9.5.2 the amount of the Deposit and the currency of the Deposit (unless specified, the Deposit will be in the CZK currency)
- 9.5.3 the interest rate, unless stated in the Declared Interest Rates,
- 9.5.4 the duration of the Deposit or the notice period of the Deposit,
- 9.5.5 periodicity of the crediting of interest,
- 9.5.6 the method of crediting interest (to the Deposit, increasing the Deposit amount or the account you specify);
- 9.5.7 if the Deposit is established by transferring from the Current Account, the Current Account number from which the funds will be transferred for the Deposit,
- 9.5.8 account number for the transfer of the principal Deposit and interest on the maturity date of the Deposit,
- 9.5.9 data on whether the Deposit should automatically be repaid at maturity.
- 9.6 An Application for the Establishing of Deposit for some specific types of Deposits does not allow you to enter the Deposit parameters according to your disposition. In this case, J&T Banka will determine the essentials of the Application for the Establishing of Deposit with regard to the specific type of Deposit.
- 9.7 If within thirty (30) days of the receipt of the Application of the Establishing of a Deposit there will be insufficient funds available on your Current Account or the relevant Collection Account, J&T Banka will inform you without delay, and unless agreed otherwise with J&T Banka, J&T Banka will consider such an Application for the Establishing of a Deposit to be terminated.
- 9.8 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.
- 9.9 The conclusion of the Deposit contract will be confirmed by J&T Banka through a Statement in the manner agreed in the Contract. Part of the Statement is the Deposit Number.
- 9.10 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.
- 9.11 If J&T Banka does not open a Deposit for you, 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.
- 9.12 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.
- 9.13 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.
- 9.14 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.
- 9.15 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.
- 9.16 Your receivables arising from the Subordinated Deposit contract are not and will not be secured for the duration of this contract.
- 9.17 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 an entire Deposit with a Notice Period, you can no longer increase the Deposit.
10. Interest on Current Account and Deposit
- 10.1 J&T Banka pays interest for the funds in the Current Account at the Declared Interest Rate. J&T Banka may also change the interest rate during the current account period.
- 10.2 J&T Banka will pay interest for Term Deposits at the Declared Interest Rate for the relevant type of Term Deposit, which is effective on the date of concluding the Deposit contract.
- 10.3 For recurring Term Deposits, J&T Banka may pay interest on the Deposit at the current Declared Interest Rate for the relevant Deposit type valid on the first day of the new duration of the Deposit from the first day of the next duration of the Deposit.
- 10.4 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 Premium can be found in the relevant Application on the Establishing of the Deposit.
- 10.5 J&T Banka will pay interest for Subordinated Deposits at the Declared Interest Rate for the relevant type of Subordinated Deposit, which is effective on the date of concluding the Deposit contract.
- 10.6 J&T Banka will pay interest on Deposits with a Notice Period at the currently valid Declared Interest Rate for the type of Deposit with a Notice Period otherwise. The Declared Interest Rate may be changed by J&T Banka during the Deposit with a Notice Period. The new interest rate, including the day when the new interest rate is valid, can be found on the Website or in the Points of Sale.
- 10.7 J&T Banka taxes Current Accounts and Deposits in accordance with legal regulations.
- 10.8 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. The first day of interest is the same as when the funds are credited to the Current Account or the Deposit. The last day of interest is the day preceding the day when money is taken from the Current Account or the Deposit.
- 10.9 Term Deposits, Guaranteed Deposits with Premium and Deposits with a Notice Period including interest are insured under the Act on Banking with the Financial Market Guarantee System.
- 10.10 Subordinated Deposits and any interest thereon are not insured with the Financial Market Guarantee System and not covered by any other deposit guarantee system or any other protection against the return of deposited funds.
11. Termination of Deposit
- 11.1 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.
- 11.2 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.
- 11.3 Upon termination of the Term Deposit, the Guaranteed Deposit with Premium or the Subordinated 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 this Deposit is established from the Collection Account, the J&T Banka will transfer the principal of the Deposit and the relevant interest to the account specified in the Application on the Establishing of a Deposit.

- 11.4 If you wish to terminate a recurring Term Deposit, you must instruct J&T Banka to cancel the recurring at least three (3) Business Days before the new duration of the Deposit begins.
- 11.5 If J&T Banka wishes to terminate the recurring Term Deposit, it must notify you of this fact at least three (3) Business Days prior to the start of the new duration of the Deposit.
- 11.6 The Guaranteed Deposit with Premium cannot be prematurely terminated.
- 11.7 The Subordinated Deposit principal is one-off payable.
- 11.8 The Subordinated Deposit cannot be terminated prematurely and repaid prior to the agreed maturity date.
- 11.9 Any party may at any time may submit a notice of termination for the Deposit with a Notice Period.
- 11.10 You can only submit a termination notice for a Deposit with a Notice Period:
  - 11.10.1 at Points of Sale; or
  - 11.10.2 through Internet Banking; or
  - 11.10.3 through Telephone Banking; or
  - 11.10.4 in written form, with an officially authenticated signature.
- 11.11 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.
- 11.12 You may also submit the termination notice for a Deposit with a Notice Period through a Tied Agent or Intermediary, if:
  - 11.12.1 you submit the termination notice in writing; and if
  - 11.12.2 you sign the document containing the termination notice for a Deposit with a Notice Period according to your Signature Pattern; and if
  - 11.12.3 you transfer the funds to your Current Account.
- 11.13 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.
- 11.14 You can terminate:
  - 11.14.1 part of the Deposit with a Notice Period when preserving the minimum amount of the Deposit, or
  - 11.14.2 the entire Deposit; upon the expiration of the notice period J&T Banka cancel the Deposit with a Notice Period.
- 11.15 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.
- 11.16 If the amount of the Deposit falls below the minimum amount of the Deposit, the Deposit is not interest-based and J&T Banka has the right to terminate the Deposit with immediate effect and cancel the Deposit with a Notice Period.
- 11.17 If the J&T Banka terminates 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.
- 11.18 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.
- 11.19 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:
  - 11.19.1 personally at a Point of Sale; or
  - 11.19.2 through Internet Banking; or
  - 11.19.3 through Telephone Banking; or
  - 11.19.4 in written form, with an officially authenticated signature.
- 11.20 If the payment of the principal of the Deposit or interest on the Deposit, sent by J&T Bank to an account determined by you, returns as undeliverable, J&T Banka may transfer such principal of the Deposit or interest on the Deposit to a Current Account in the same currency, if J&T Bank keeps such an account for you.

#### IV. SECTION – PAYMENT TRANSACTIONS

12. Payment Order – General Provisions
- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 You cannot submit payment orders to J&T Banka through a Tied Agent and an Intermediary.
- 12.5 You can make a payment order to J&T Banka in one of the following ways:
  - 12.5.1 personally at a Point of Sale; or
  - 12.5.2 through Internet Banking; or
  - 12.5.3 through Telephone Banking; or
  - 12.5.4 through the provider of the Service for Indirect Payment Order,
  - 12.5.5 in another agreed manner.
- 12.6 You can make a payment order for outgoing instant payment to J&T Banka in one of the following ways:
  - 12.6.1 through Internet Banking; or
  - 12.6.2 through the provider of the Service for Indirect Payment Order.
- 12.7 J&T Banka accepts a written Payment Order filed in person at the Point of Sale on its form, which contains all mandatory essentials. You have to sign the Payment Order Form. Your signature on the Payment Order must match your signature on the Signature Pattern.
- 12.8 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. You authorize a Payment Order submitted through Internet Banking by entering the generated Authorization Code or by entering a password for entering Internet Banking.
- 12.9 You must submit Telephone Payment Orders through Telephone Banking and by using the Security Features you have agreed to with J&T Banka.
- 12.10 If you so request, J&T Banka will confirm that you have accepted the Payment Order.
- 12.11 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.
- 12.12 You cannot change or cancel a payment order for outgoing instant payment.
- 12.13 If you so request, J&T Banka will inform you of:
  - 12.13.1 the maximum deadline for the execution of the Payment Order; and
  - 12.13.2 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
  - 12.13.3 existing permanent standing orders; and of
  - 12.13.4 existing debiting.
13. Indirect Submission of Payment Order Service
- 13.1 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.
- 13.2 J&T Banka only accepts an indirectly submitted Payment Order if:
  - 13.2.1 The current account to which the Payment Order relates is made available through Internet Banking and if
  - 13.2.2 you agree to J&T Banka's execution of an indirectly submitted Payment Order, and if
  - 13.2.3 this provider duly authenticates its identity.
- 13.3 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.
- 13.4 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.

- 13.5 The payment order entered through the Indirect Payment Order Service cannot be changed or canceled.
- 13.6 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.
- 13.7 For payment orders entered within the Indirect Payment Order Service, you cannot exercise multiple consent (multiple signatures).
14. Refusal of Payment Order
- 14.1 J&T Banka may refuse to comply with the Payment Order, especially if:
- 14.1.1 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
- 14.1.2 The payment order contains incorrect or incomplete data; and further if
- 14.1.3 The payment order is indefinite or incomprehensible; and further if
- 14.1.4 J&T Banka suspects that the Payment Order is submitted by a person who is not authorized to do so; and further if
- 14.1.5 It is a fraudulent use of Internet Banking or your Security Features; and further if
- 14.1.5.14.1.6 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
- 14.1.6.14.1.7 The payment order is in violation of the Contract or the Business Terms and Conditions; and further if
- 14.1.7.14.1.8 The payment order is in conflict with J&T Banka's obligations to third parties, or is in conflict with the conditions for making payments by third parties through which J&T Banka provides foreign payments, while J&T Banka publishes the conditions for making foreign payments on the Website; and further if
- 14.1.9 The payment order is in violation of agreements that J&T Banka made with its correspondent banks. E.g., J&T Banka is entitled to refuse payments that are linked to the arms trade or that are linked to companies operating in the so-called "free-trade zones". Payments that J&T Banka is entitled to refuse are determined by an agreement with the correspondent bank; and
- 14.1.9.14.1.10 in other cases specified in the Contract or the Business Terms and Conditions.
- 14.2 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 contact your Private Banker or call +420 800 707 606.
15. Non-cash Payment Transaction
- 15.1 Your rights and obligations relating to the use of banking services in the field of payment transactions are governed by the Act on Payment Transactions and other relevant legal regulations.
- 15.2 One-off outgoing payments are executed by a Payment Order of the Outstanding Payment Order type.
- 15.3 A payment order for outgoing domestic instant payment may be executed only in CZK, in the maximum amount of CZK 400,000 per transaction, and only if the Beneficiary's bank allows the acceptance of such payment.
- 15.4 A payment order for outgoing SEPA instant payment may be executed only in EUR, in the maximum amount of EUR 15,000 per transaction, and only if the Beneficiary's bank allows the acceptance of such payment.
- 15.4.15.5 Incoming payments in CZK, for which this method of payment has been agreed to between the Payer and his/her bank, and outgoing payments in CZK, for which this method of payment has been agreed between the Payer and J&T Banka, are executed by a Direct Debit Payment Order.
- 15.5.15.6 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 the Standing Order type.
- 15.6.15.7 Recurring incoming payments in CZK, for which this method of payment has been agreed to between the Payer and his/her bank, are executed by the Permanent Direct Debit Payment Order.
- 15.7.15.8 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.
- 15.8.15.9 J&T Banka executes only authorized Payment Orders where all the conditions for the acceptance of the Payment Order are met.
- 15.9.15.10 J&T Banka will execute the payment order only if there is sufficient cash on your Current Account, including the funds for payment of fees, no later than the next Business Day after the due date of the Payment Order.
- 15.10.15.11 J&T Banka will execute the payment order for outgoing instant payment only if there is sufficient cash on your Current Account, including the funds for payment of fees, at the moment of receipt of such Payment Order.
- 15.11.15.12 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.
- 15.12.15.13 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.
16. Domestic non-cash Payment Transaction
- 16.1 The mandatory requirements of the Outgoing Payment Order are the following:
- 16.1.1 Payer's bank account - Account number, i.e. the Payer's unique identifier; further
- 16.1.2 Beneficiary's bank account - account number and payment account code (bank identification code), i.e. the unique identifier of the Beneficiary; further
- 16.1.3 the amount of the outgoing payment, including decimal places; further
- 16.1.4 currency - the CZK currency, if not stated, is deemed to be an outgoing payment in CZK; and further
- 16.2 In terms of outgoing urgent payment, the mandatory requirement is the appropriate indicating word, such as "urgent", "express", "priority".
- 16.3 The mandatory requirements of the Standing Payment Order and the Direct Debit Payment Order are as follows:
- 16.3.1 frequency of transfer executions; further
- 16.3.2 the maturity date of the first transfer; and further
- 16.3.3 the maturity date of the last transfer or revoking.
- 16.4 The mandatory requirements of the Direct Debit Payment Order are the following:
- 16.4.1 Payer's bank account - account number, i.e. the Payer's unique identifier; further
- 16.4.2 Beneficiary's bank account - account number and payment account code (bank identification code), i.e. the unique identifier of the Beneficiary; further
- 16.4.3 limit, i.e. the sum of expected amounts in CZK (J&T Banka is entitled to limit the maximum limit); and further
- 16.4.4 designation of the period to which the limit relates; and further
- 16.4.5 the beginning of the validity of consent; and further
- 16.4.6 end of validity of consent or revoking.
- 16.5 You can specify additional payment details for the Payment Order:
- 16.5.1 maturity date; further
- 16.5.2 variable symbol; further
- 16.5.3 constant symbol; further
- 16.5.4 specific symbol; further
- 16.5.5 purpose of payment - information for the Payer/Beneficiary; and further
- 16.5.6 additional information.
- 16.6 In the case of outgoing instant payment, the maturity date is not stated.
- 16.7 The variable and specific symbol is a maximum of ten digits without hyphens and slashes.
- 16.8 The constant symbol is a maximum of four digits without dashes or slashes, 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.
- 16.9 If you submit a Payment Order 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.
- 16.10 J&T Banka will credit the funds to your Current Account as soon as they are received.
- 16.11 In the case of an authorized direct debit transaction in CZK executed in the Czech Republic, and if the Payer's bank requested its refund from J&T Banka, J&T Banka has the right to debit the amount of the refund from your Current Account and return it to the Payer's bank.



- 16.12 You have the right to request a reimbursement of the amount collected on the basis of direct debit within eight (8) weeks of the date when the amount was debited from your Current Account. You have the right to request such a reimbursement, if
- 16.12.1 at the time of authorization, the exact amount of the outgoing payment was not set; and if;
- 16.12.2 the amount of the outgoing payment exceeds the limit set by you, i.e. the sum of your expected amounts in CZK for the selected period; and if
- 16.12.3 at the same time as the request for the reimbursement of the amount collected on the basis of direct debit, you provide J&T Banka with information and documents certifying that the conditions for the reimbursement of the debited amount have been fulfilled.
- 16.13 If your request for a reimbursement is debited on the basis of direct debit is authorized, the debited amount, including the fee paid and lost interest, J&T Banka will return it to you within ten (10) Business Days of the date of receipt of your request and all relevant documents. If your request is unjustified, J&T Banka will reject the request. If J&T Banka rejects the request, it will provide you with the reasons for the rejection and will provide you with information on the method of out-of-court settlement of disputes between you and J&T Banka and information on the possibility of submitting a grievance to the supervisory authority.
- 16.14 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.
17. Non-cash Payment Transaction Abroad
- 17.1 J&T Banka provides non-documentary payment transaction only, J&T Banka does not provide documentary payment transaction.
- 17.2 You can execute outgoing payments to abroad and domestic in foreign currency 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 – 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 at the time of payment. The rate can be determined individually upon agreement.
- 17.3 Unless otherwise agreed, J&T Banka is not responsible for any losses incurred by you during foreign payments due to exchange rate fluctuations.
- 17.4 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 related documentation. If the Payment Order from abroad is not properly filled in, J&T Banka may not credit the incoming payment after specifying data. J&T Banka is not liable for any damage caused by incorrect instructions.
- 17.5 For outgoing payments abroad and in foreign currency to the Czech Republic, the payment codes for charges are as follows:
- 17.5.1 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 of intermediary banks;
- 17.5.2 SHA - The Payer pays the J&T Banka fees, the Beneficiary pays the fees of the Beneficiary's bank. The Beneficiary's Bank receives a payment reduced by any additional fees of intermediary banks;
- 17.5.3 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 banks.
- 17.6 The payment codes of the fees for incoming payment from abroad and in foreign currency from the Czech Republic are the following:
- 17.6.1 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 reduced by any additional fees for intermediary banks. The Payer does not pay any fees;
- 17.6.2 SHA – The Beneficiary pays the fees of J&T Banka. The Beneficiary receives a payment reduced by any additional fees for intermediary banks;
- 17.6.3 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.
- 17.7 For outgoing payment 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 do not choose for any of the fee payment code, J&T Banka will use the payment code for the SHA fee.
- 17.8 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.
- 17.9 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. Before or after crediting the incoming payment, J&T Banka may request documents from you to prove the purpose of the incoming payment or a solemn declaration stating the purpose of the incoming payment.
- 17.10 For outgoing foreign payments and foreign currency to the Czech Republic, J&T Banka may, at its discretion, determine the method of executing the outgoing payment.
- 17.11 The mandatory essentials of the Payment Order to abroad and domestic in foreign currency are the following:
- 17.11.1 account number, Payer's name/address and Payer's unique payer identifier; further
- 17.11.2 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
- 17.11.3 BIC or 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); further
- 17.11.4 the currency of outgoing payment - ISO currency code according to Exchange Rate; further
- 17.11.5 the amount of the outgoing payment, including decimal places; further
- 17.11.6 purpose of the outgoing payment – information in English for the Beneficiary; further
- 17.11.7 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
- 17.11.8 maturity date (if not provided, the date of acceptance of the Payment Order is considered the maturity date); and further
- 17.11.9 contractual rate, including the control number, if agreed.
- 17.12 J&T Banka shall credit incoming payments to the Beneficiary if:
- 17.12.1 the incoming payment is credited to a correspondent bank; further
- 17.12.2 J&T Banka will receive a SWIFT payment instruction from the ordering bank.
18. Outgoing SEPA Payments, Incoming SEPA Payments and SEPA Debits
- 18.1 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:
- 18.1.1 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
- 18.1.2 the account numbers of the Payer and Beneficiary are specified in the IBAN format; and for whom
- 18.1.3 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.
- 18.2 Outgoing SEPA instant payment or incoming SEPA instant payment is a non-cash outgoing or incoming payment executed instantly within tens of seconds in EUR within SEPA countries, where:

- 18.2.1 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 are participants in the SEPA Scheme for SEPA instant payments: and where
- 18.2.2 the account numbers of the Payer and Beneficiary are provided in the IBAN format: and where
- 18.2.3 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.
- 18.3 Outgoing SEPA instant payment is executed as instant within Internet Banking if the Payer's bank is a participant in the SEPA scheme for SEPA instant payments and if it is available at the time the outgoing SEPA instant payment is entered.
- 18.4 In the case of unavailability of J&T Banka or the Payer's bank in the SEPA instant payment scheme to execute an outgoing SEPA instant payment or if the Beneficiary's bank is not a participant in the SEPA instant payment scheme, the payment will be made as an outgoing SEPA standard payment.
- 18.5 In the case of an outgoing SEPA instant payment, the maturity date is not specified.
- 18.2.18.6 SEPA direct debit is a non-urgent cashless payment in the EUR currency within the SEPA countries on the basis of your Mandate for SEPA debiting that you have provided to the Collector in advance, for which:
- 18.2.4.18.6.1 J&T Banka and the bank of your partner are SDD SEPA Scheme participants; and for whom
- 18.2.2.18.6.2 the account numbers of the Payer and Beneficiary/Collector are specified in the IBAN format; and for whom
- 18.2.3.18.6.3 bank codes of the Beneficiary/Collector are specified in the BIC form; and for whom
- 18.2.4.18.6.4 there is always a SHA-type fee instruction.
- 18.3.18.7 The mandatory essentials for consent with SEPA direct debit are:
- 18.3.1.18.7.1 CID – identifier of beneficiaries; further
- 18.3.2.18.7.2 UMR - a unique reference to the reference mandate assigned by the Beneficiary of the debiting Payers; further
- 18.3.3.18.7.3 the number of the Payer's account in IBAN format; further
- 18.3.4.18.7.4 the name of the Payer; further
- 18.3.5.18.7.5 period for debit execution - one-off debit (OOF) or returned debit (RCUR); further
- 18.3.6.18.7.6 SEPA SDD Core direct debit type; and further
- 18.3.7.18.7.7 the date of issuance of the Mandate for SEPA debiting.
- 18.4.18.8 The optional essentials for consent with the SEPA direct debit are:
- 18.4.1.18.8.1 the name of the Beneficiary; or
- 18.4.2.18.8.2 the address of the Beneficiary; or
- 18.4.3.18.8.3 the limit of the individual outgoing payment and, if not specified, is considered unlimited; or
- 18.4.4.18.8.4 the frequency of the outgoing payments over a given period and, if not specified, is considered unlimited; and/or
- 18.4.5.18.8.5 the validity of consent with the SEPA direct debit and, if not specified, is considered unlimited.
- 18.5.18.9 J&T Banka only provides SEPA SDD Core direct debit and only for a SEPA direct debit Payer.
- 18.6.18.10 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 one (1) Business Day prior to the first call you deliver the consent with the SEPA direct debit.
- 18.7.18.11 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.
- 18.8.18.12 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, and you do not have to state a reason.
- 18.9.18.13 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 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.
- 18.10.18.14 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.
- 18.11.18.15 The Mandate for SEPA debiting expires thirty-six (36) months from the last SEPA direct debit.
- 18.12.18.16 Outgoing urgent payment in EUR is a payment through the TARGET2 system. The condition for making an outgoing urgent payment in EUR is that the Beneficiary intermediate bank must be a TARGET2 member. 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.
- 18.17 J&T Banka is entitled to execute the Payment Order for an outgoing SEPA payment as an outgoing SEPA instant payment if the conditions for executing such a payment in this manner are met.
19. Terms in Payment Transaction
- 19.1 Deadlines for the execution of Payment Orders can be found in Appendix No. 1 of the Business Terms and Conditions.
- 19.2 A properly submitted Payment Order to J&T Banka shall be processed and executed without delay.
- 19.3 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. This does not apply in the case of outgoing instant payment.
- 19.4 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. This does not apply in the case of outgoing instant payment.
- 19.5 If you request a later maturity date for the Payment Order, the above specified deadlines do not apply.
- 19.6 J&T Banka is not responsible for the deadlines and method of processing the Payment Order by other financial institutions.
- 19.7 You may submit the Payment Order to J&T Banka up to thirty (30) days prior to the required maturity date.
- 19.7.19.8 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.
20. Cash Payment Transaction
- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 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.
- 20.8 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.
- 20.9 J&T Banka is entitled to stipulate that you may only execute Cash Transactions with the prior consent of J&T Banka. J&T Banka may refuse to execute a Cash Transaction without giving any reason.

21. Payment Account Information Service
- 21.1 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.
- 21.2 J&T Banka will only give this provider information about your Current Account if:
- 21.2.1 The Current Account to which the request relates is made available through Internet Banking and if
- 21.2.2 you have given J&T Banka prior consent to the provision of such information to this Provider, and if
- 21.2.3 this provider duly authenticates its identity.
- 21.3 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.
- 21.4 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.
- 21.5 J&T Banka has the right to ask you to again grant consent on the provision of this information to the relevant provider.
- 21.6 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 Tied Agent, the Intermediary or Points of Sale.
- 21.7 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.
22. Confirmation of fund balance at the request of another provider issuing a payment card
- 22.1 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.
- 22.2 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:
- 22.2.1 The Current Account to which the request relates is made available through Internet Banking and if
- 22.2.2 you have previously granted consent to J&T Banka for the provision of this information to this provider, and if
- 22.2.3 this provider duly authenticates its identity.
- 22.3 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.
- 22.4 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 Tied Agent, the Intermediary or Points of Sale.
- 22.5 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 Tied Agent, the Intermediary or Points of Sale.
- 22.6 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
23. Provision of Payment Cards
- 23.1 J&T Banka will provide the payment card and the PIN of the payment card to you or your designated Cardholder, provided to you on the basis of a relevant Application for the Establishing of a Banking Product.
- 23.2 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.
- 23.3 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 Payment Card.
- 23.4 You can choose Withdrawal Limits after implementing Card Transactions, otherwise it is set at CZK 75,000 per day. J&T Banka may unilaterally change the amount of the Withdrawal Limits.
- 23.5 The credit line will be determined by J&T Banka. J&T Banka has the right to change the Credit Line unilaterally.
- 23.6 You must ensure that the Cardholder signs the Payment Card on the signature strip immediately after receiving the Payment Card, by the usual means of writing that cannot be removed from the signature strip.
- 23.7 You can execute the Card Transactions immediately after you have accepted your Payment Card and after signing it on the signature strip.
- 23.8 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 Payment Card validity.
- 23.9 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.
- 23.10 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 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.
- 23.11 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 Payment Card's validity.
24. Use of Payment Cards
- 24.1 The Cardholder confirms a card transaction by entering the Payment Card PIN or signing on a sales card. The Card Transaction for cashless payments on the Internet and the so-called MO/TO operations are confirmed by entering the Payment Card number, Payment Card validity and Card Verification Code (CVC2), or entering the Payment Card ePIN and the 3D Secure Code delivered to the Cardholder's mobile phone. You do not need to enter your payment card's PIN in selected operations with PayPass technology.
- 24.2 J&T Banka may block the Payment Card after repeatedly mistaken PIN, ePIN or 3D Secure Codes.
- 24.3 J&T Banka may allow you to use the Payment Card in the Internet environment only with the Cardholder's verification through ePIN and a 3D Secure Code.
- 24.4 J&T Banka may unilaterally change the amount of the Withdrawal Limit for the Payment Card on the Internet for security reasons without activated ePIN and 3D Secure Service.
- 24.5 If a Card Transaction requires a signature, this signature must be the same as the Card Holder's signature on the signature strip of the Payment Card. If the Merchant determines that such signature does not match the Card Holder's signature on the signature strip, the Merchant may verify the Cardholder's identity or refuse the Card Transaction.
- 24.6 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 Account. You are responsible for any damage caused by exceeding the amount of the available balance.
- 24.7 With the payment card it is possible to withdraw funds up to the amount of the Credit Line. In case of an overdraft of the Credit Line, we have the right to Block the Payment Charge Card. Card transactions may only be carried out up to the Withdrawal Limit, but the volume of all Card Transactions may not exceed the amount of the available and unutilized balance of the Credit Line. You are responsible for damages incurred toward J&T Banka in violation of the previous sentence.
- 24.8 If the Card Transaction has exceeded the Withdrawal Limit or the overdraft balance of your account, or the Credit Line, J&T Banka may refuse to authorize such a Card Transaction.
- 24.9 In relation with a Card Transaction about whose amount it is not known if the Cardholder has consented to this Card Transaction, J&T Banka will block the funds on the Account only with the Card Holder's consent. The Card Holder's consent must be given at the exact amount. Immediately after J&T Banka learns the exact amount of the related Card Transaction, J&T Banka will block these funds.
- 24.10 Card transactions can only be performed by the Cardholder. Card transactions may be executed by the Card Holder only with third parties who may accept the Payment Cards. You are responsible for the violation of this obligation.

- 24.11 Temporary changes related to the Payment Card (change of Withdrawal Limit, Activation/Deactivation of Payments on the Internet) are valid for a maximum of thirty (30) days.
- 24.12 Card transactions cannot be conducted by the Cardholder after the expiry date of the Payment Card.
25. Card Transaction Clearing
- 25.1 J&T Banka will charge Card Transactions to your Account on the date of receipt of the notification of a binding debiting. J&T Banka debits executed card transactions in the Account currency to the Account at the nominal value. J&T Banka recalculates card transactions executed in CZK, EUR, USD, GBP, CHF, RUB (if the currency of the Card Transaction is different from the currency of the Account) ~~another currency~~ and clears it for debiting to the Account according to the Exchange Rate, which is valid at the time of the clearing. J&T Banka shall convert card transactions executed in other currencies (if the currency of the Card Transaction is different from the currency of the Account) ~~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 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 Exchange Rate, currency - sale or currency - purchase.
- 25.2 The ATM or Merchant will issue a receipt confirming the executed Card Transaction at the request of the Cardholder. The Cardholder may use the confirmation of the executed Card Transaction to check against the Statement in a given period and for any possible complaint.
- 25.3 If you are a non-entrepreneurial natural person and you have made a Card Transaction in an EU/EHP member state currency other than the Account currency, J&T Banka will send you immediately upon executing the Card Transaction information on the amount of percentage charge to the latest available reference exchange rate of the European Central Bank (ECB). This information will be sent to you by J&T Banka via SMS or e-mail within a Card Transaction notification. A Card Transaction notification will be sent to you by J&T Banka upon the execution of any Card Transaction. You have the right to ask J&T Banka through any means of communication set in these Business Terms and Conditions not to send the information on the amount of percentage charge to the latest available reference exchange rate of the European Central Bank (ECB). However, in this case, J&T Banka will not send you any notification of the executed Card Transactions. If you cancel sending Card Transaction notifications, you also request that J&T Banka not send you information on the amount of percentage charge to the latest available reference exchange rate of the European Central Bank (ECB).
- 25.4 If you are an entrepreneurial natural person, a legal person or another legal entity, J&T Banka will send you information according to the preceding paragraph only if you have activated Card Transaction notifications.
- ~~25.3~~ 25.5 Information on executed Card Transactions and possible fees will be provided by J&T Banka through the Statement. J&T Banka will also inform you through the Statement of the amount of percentage charge to the latest available reference exchange rate of the European Central Bank (ECB) in the case of a Card Transaction in an EU/EHP member state currency other than the Account currency.
- 25.4 ~~25.6~~ If you do not pay the Monthly Repayment on the specified maturity date or pay it only partially, J&T Banka has the right to the outstanding part of the monthly payment with interest on late payment according to the Fee Rates. In addition, J&T Banka has the right to Block a Payment Charge Card related to the Credit Line. The blocking will not cancel your obligation to pay the Monthly Repayment, including default interest.
- 25.5 ~~25.7~~ 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 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.
- 25.6 ~~25.8~~ 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.
- 25.7 ~~25.9~~ 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 Account currency. When clearing Card Transactions executed with a Payment Card Abroad, you cannot claim the amounts resulting from the exchange difference.
- 25.8 ~~25.10~~ 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.
26. Security Instructions for the Payment Card
- 26.1 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 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.
- 26.2 The security of the Payment Card is the responsibility of the Cardholder. The Cardholder 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.
- 26.3 The PIN of the payment card must be carefully protected by the Cardholder against disclosure. The PIN of the payment card must not be shared with another person by the Cardholder. The cardholder must not store 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.
- 26.4 The Cardholder 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.
- 26.5 If the Payment Card is being used by someone other than the Cardholder, this is a gross violation of the Contract.
- 26.6 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.
- 26.7 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.
- 26.8 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.
- 26.9 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.
- 26.10 You may request J&T Banka to block any Payment Card provided to your Account. The Cardholder may request Blocking only such Payment Cards that he/she is authorized to use.
- 26.11 You may request J&T Banka to cancel the blocking of each Payment Card provided to your Account if such blocking has not been executed by J&T Banka. The Cardholder may request the cancellation of the blocking of the Payment Card provided under his/her name unless such Blocking has been made on the basis of your request or on the order of J&T Banka.
- 26.12 To unblock your Payment Cards, contact your Private Banker or call +420 800 707 606.
- 26.13 J&T Banka may temporarily or permanently, due to the security of the Payment Card, restrict the validity of the Payment Card, particularly if it suspects unauthorized or fraudulent use. J&T Banka must subject the Cardholder to such limitation before it is executed and, if this is not possible, inform him/her without undue delay after its execution. J&T Banka must notify the Cardholder 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 Payment 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 Payment Card. Should the reasons for limiting the validity of the Payment Card cease to exist, J&T Banka limits the card's validity immediately or issues the Cardholder a new Payment Card without delay.
- 26.14 If the Cardholder violates any of the obligations set forth in this article, such a breach is considered to be a gross breach of the Contract and you are fully responsible for any damages incurred by such breach. You bear this responsibility until you report to J&T Banka that you have lost your Payment Card or that it has been stolen.



## VI. SECTION – BANK STORAGE

### 27. Safety Deposit Boxes

- 27.1 The safety deposit box will be transferred to you by J&T Banka under the terms and conditions set out in the Contract and its appendices or under a special contract. You can use the safety deposit box to store valuable items and documents. You must use the safety deposit box in accordance with the Business Terms and Conditions.
- 27.2 For the rent of the Safety Deposit Box you will pay the fee in the amount listed in the Fee Rates. The fee is payable in advance for the period from the beginning of the renting of the Safety Deposit Box to the end of the rental or, if the rental is negotiated for an indefinite period, for a period up to the end of the calendar year.
- 27.3 If the rental of the Safety Deposit Box for an indefinite period arises during the calendar year, then in the first year of rent, the fee per calendar month is 1/12 the annual fee rates, also calculating the month in which the rental of the Safety Deposit Box began. You will pay each subsequent annual fee by 31 January of the relevant calendar year at the latest, in the amount specified in the Fee Rates applicable on 1 January of the year in question.
- 27.4 The fee is charged to the Account. By entering into a Contract or a contract for the rental of a Safety Deposit Box, you consent to the debiting of the amount of the fee from the Account. If J&T Banka does not manage an Account for you, you will pay the fee on the day of the beginning of the rental, either in cash or by cashless transfer in favor of J&T Banka at the account No. 0002009375/5800. To identify your payment as a variable symbol, enter your birth number and specify your number as "yyyynnnn" as the specific symbol, where "yyyy" is the year for which the fee is covered and "nnnn" is the number of the Safety Deposit Box.
- 27.5 If you lose or damage the key or the Safety Deposit Box, or if the Safety Deposit Box needs to be forcibly opened and a lock replacement required, J&T Banka will pay the replacement cost of the lock for the Safety Deposit Box. You will pay such costs to J&T Banka within 14 (fourteen) days of the date of the invoice.
- 27.6 You must not use the Safety Deposit Box to store weapons, ammunitions, explosive, easily inflammable and flammable or otherwise dangerous items, perishable items or items that would be in breach of legal regulations or general interest. The Safety Deposit Box is no longer designed to store objects whose storage requires special climatic conditions or the stability of a magnetic field. You must not leave the Safety Deposit Box to be used by a third party.
- 27.7 You are responsible for the keys from the Safety Deposit Box issued to you. You and your authorized persons must comply with J&T Banka's instructions on using the Safety Box and handling the key.
- 27.8 You can authorize other people with access to the Safety Deposit Box or to takeover keys from the Safety Deposit Box. You must render the authorization in writing. Authorized persons are fully subject to the provisions of these Business Terms and Conditions. If there is nothing else out of the context of the provision wherever you are mentioned in this article, it is also understood by your authorized person. You are responsible for the actions of the authorized person.
- 27.9 You will be able to access the Safety Deposit Box during Hours of Operation. Outside the Hours of Operation, you can only access the Safety Box after prior agreement with J&T Banka. Before accessing the Safety Deposit Box, you must enable J&T Banka to perform an Authentication of your identity. On visiting the Safety Deposit Box, J&T Bank will create a Visitor's Card, which you sign in accordance with the Signature Pattern.
- 27.10 Upon termination of the rental, J&T Banka will provide you with a safety deposit box and keys, in an intact state, consistent with normal wear and tear. If you release the Safety Deposit Box, J&T Banka will return the proportionate amount of the fee on the basis of the issued credit note for the period from the first (1) day of the following calendar month to the end of the paid period.
- 27.11 J&T Banka protects the Safety Deposit Box and its contents against theft or damage. Because J&T Banka is not responsible for the stability of climatic conditions or the stability of the magnetic field, J&T Banka is not responsible for the damages caused by these effects.
- 27.12 If J&T Banka has reason to suspect that you are using the Safety Deposit Box to store items that you should not store in the Safety Deposit Box, J&T Banka is authorized to ensure in your presence that you are not violating the provisions of these Business Terms and Conditions. In exceptional cases (smoke, smell, suspicious sounds), J&T Banka is authorized to open the Safety Deposit Box even without your presence in accordance with these Business Terms and Conditions.
- 27.13 J&T Banka is responsible for allowing access to the Safety Deposit Box only to you and the persons authorized by you. J&T Banka will enable access to the Safety Deposit Box after the Verification of identity has been executed. If J&T Banka has any doubts as to the identity of the visitor requesting access to the Safety Deposit Box, J&T Banka has the right to refuse access to the Safety Deposit Box when performing the Verification of identity.

- 27.14 If J&T Banka has executed the Authentication of the identity of the person requesting access to the Safety Deposit Box, J&T Banka is not responsible for damages caused by the unauthorized handling of the Safety Deposit Box. J&T Banka is not responsible for any damages caused by you or your authorized person; J&T Banka is not particularly responsible for damages resulting from the fact that you or your authorized person not locking the Safety Deposit Box properly.
- 27.15 Based on the insurance contract concluded between J&T Banka and the relevant insurance company, the valued items deposited in the Safety Deposit Box are insured. The insurance has the character of All Risk property insurance and is negotiated as part of the insurance of the vault in which the safety deposit boxes are located.
- 27.16 The design of the Safety Deposit Box allows opening only when two locks are opened at the same time. Only an employee authorized by J&T Banka opens the lock with one key (the electronic key). The key from the second lock (mechanical key) is in your possession. J&T Banka guarantees that there is no other key for the lock of your Safety Deposit Box that you will not be given. You must not let other keys to the Safety Deposit Box to be made.
- 27.17 If one or both keys are lost, you must report the loss to J&T Banka immediately. J&T Banka will then, at your own expense, secure the professional opening of the Safety Deposit Box, the changing of the lock and the creation of a new key(s). The professional forced open of the Safety Deposit Box is performed in your presence and during the repair you have the contents of the Safety Deposit Box in your own custody.
- 27.18 If you do not empty the Safety Deposit Box on the last day of the rental period (i.e., the last day of the notice period or immediately after receipt of the immediate notice or the last day of the fixed term contract or the date we have agreed), J&T Banka has the right to force open the Safety Deposit Box. This forced opening of the J&T Banka Safety Box will be performed on a commission basis by two authorized employees and other non-participating persons (e.g. notary, municipal office worker, police). J&T Banka creates a statement on the forced opening and contents of the Safety Deposit Box and then takes the contents of the Security Box into custody. A copy of the statement on the opening of the Safety Deposit Box will be sent to you by J&T Banka by registered mail at your Correspondence Address.

## VII. SECTION – GOLD INGOTS

### 28. Purchase of a gold ingot

28.1 You can buy a gold ingot from J&T Banka on the basis of a contract ("the Contract for Purchase of Gold Ingot"), made through a dedicated recorded phone line or in another manner.

28.2 The Contract for Purchase of Gold Ingot must contain:

28.2.1 Gold ingot weight;

28.2.2 Gold ingot quantity;

28.2.3 Gold ingot manufacturer;

28.2.4 Gold ingot purity;

28.2.5 Gold ingot purchase price;

28.2.6 Your Current Account from which the purchase price of the gold ingot will be paid.

28.3 Unless agreed otherwise with J&T Banka, at the time the Contract for Purchase of Gold Ingot is made, you need to have sufficient available funds in your Current Account from which the purchase price of the gold ingot will be paid to pay the purchase price. Upon the conclusion of the Contract for Purchase of Gold Ingot, J&T Banka is entitled to transfer the purchase price of the gold ingot from your Current Account to its account.

28.4 If after the conclusion of the Contract for Purchase of Gold Ingot, there are insufficient available funds in your Current Account to pay the purchase price, you will refund J&T Banka any reasonable costs incurred to J&T Banka in connection with such unrealised transaction.

28.5 J&T Banka will hand over the gold ingot to you by a date agreed in the Contract for Purchase of Gold Ingot. The gold ingot will be handed over on the basis of a handover certificate.

28.6 You acquire the title to the gold ingot upon receiving it.

### 29. Custody of a gold ingot

29.1 Unless agreed otherwise with J&T Banka during the purchase of the gold ingot, J&T Banka will take your gold ingot into custody. The gold ingot will be handed over into J&T Banka's custody on the basis of a handover certificate.

29.2 A gold ingot custody agreement ("the Bank Custody Agreement") is made between you and J&T Banka upon the handover and receipt of the gold ingot into the custody of J&T Banka.

29.3 J&T Banka pledges to store the gold ingot properly and protect it from loss, destruction, damage or deterioration.

29.4 J&T Banka is responsible for damage caused to you by the loss and destruction of the gold ingot or its damage unless it could not have been



prevented by the exercise of professional care. A decrease in the market value of the gold ingot is not regarded as damage.

- 29.5 J&T Banka pledges not to hand over the gold ingot to any person other than you or other than a person authorised by you or other than a person who proves in another way that they are authorised to receive the gold ingot.
- 29.6 You pledge to pay J&T Banka a fee once a year for the custody of the gold ingot, according to the Fee Rates. The fee is payable in advance upon the conclusion of the Bank Custody Agreement. Every subsequent payment of the fee is due by 31 January of every calendar year, in an amount effective as at 1 January of the given year.
- 29.7 If the Bank Custody Agreement is made during a calendar year, the fee in the first year is stipulated as a 1/12 of the annual rate for each calendar month, including the month in which the Bank Custody Agreement was made.
- 29.8 The payment of the fee is made by means of direct debit from your Current Account. You are obliged to ensure that you have sufficient available funds in your Current Account to pay the fee by its due date.
- 29.9 The fee is subject to VAT in the amount stipulated by law.
- 29.10 To secure its rights arising from the Bank Custody Agreement, J&T Banka has a security interest in the gold ingot for as long as it remains with J&T Banka.
- 29.11 The Bank Custody Agreement terminates upon the handover of the gold ingot from custody. The gold ingot is handed over from custody on the basis of a handover certificate.

#### VIII. SECTION – INVESTMENT SERVICES – COMMON PROVISIONS

##### 28.30 Provision of Investment Services

- 28.130.1 J&T Banka provides you with Investment Services in the form of Investing.
- 28.230.2 If J&T Banka, on the basis of the Contract on the Provision of Private Banking Services, provided you with Investment Services prior to 1 October 2015, J&T Banka will continue to provide you with Investment Services in Trade form within the Business Accounts established before 1 October 2015.
- 28.330.3 If J&T Banka, on the basis of the Contract on the Provision of Private Banking Services, provided you with Investment Services prior to 1 September 2015, J&T Banka will continue to provide you with Investment Services in Trade form within the Business Accounts established before 1 September 2015.
- 28.430.4 In connection with the provision of Investment Services, J&T Banka performs your categorization in accordance with the Act on Trading in the Capital Market by including it in one of the following categories:
- 28.4.130.4.1 non-professional client,
- 28.4.230.4.2 professional client,
- 28.4.330.4.3 an eligible counterparty.

If you meet the conditions set out in the Act on Trading in Capital Market, you may request in writing from J&T Banka to be included in another category of professional client. If J&T Banka satisfies the request, it then continuously verifies and regularly assesses whether you have not ceased to meet the set conditions. If you apply for inclusion in the category of a non-professional client, J&T Banka will comply with the application. Clients of individual categories are entitled to different degrees of protection, which corresponds to the level of their knowledge and experience with investing in financial markets. J&T Banka provides non-professional clients with the highest degree of protection, especially in the area of informing them or, conversely, requesting information from clients. J&T Banka is entitled to provide a lower level of protection to professional clients compared to non-professional clients. J&T Banka provides the lowest level of protection to an eligible counterparty.

- 28.530.5 For more detailed information about J&T Banka, how to communicate with J&T Banka, about the client categories and their associated rights, about the conditions of transfer between individual categories of clients, about provided Investment Services, Investment Instruments covered by the Investment Service, the risks associated with the relevant Investment Service or the Investment Instrument and the possible reinsurance against them can be found on the Website.
- 28.630.6 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.
- 28.730.7 In the event of the bankruptcy of J&T Banka, your Investment Instruments 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.

28.830.8 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 in the section Investment Services.

28.930.9 If your Investment Services are provided through a Tied Agent or an Intermediary, J&T Banka may perform some of its obligations under these Business Terms and Conditions through a Tied Agent or 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.

##### 29.31. Instructions – General Provisions

- 29.431.1 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.
- 29.231.2 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.
- 29.331.3 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.
- 29.431.4 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.
- 29.531.5 You can make an instruction to J&T Banka in one of the following ways:
- 29.5.131.5.1 personally, at Point of Sale,
- 29.5.231.5.2 electronically through Internet Banking, using the relevant Security Features,
- 29.5.331.5.3 by phone through Telephone Banking, using the relevant Security Features,
- 29.5.431.5.4 through the Tied Agent,
- 29.5.531.5.5 through the Intermediary,
- 29.5.631.5.6 in another agreed manner.
- 29.631.6 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.
- 29.731.7 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 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.
- 29.831.8 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.
- 31.9 An Instruction submitted by email is considered accepted by J&T Banka upon its delivery to the e-mail address of J&T Banka stated in the "Operation Day Time Schedule".
- 29.931.10 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.
- 29.1031.11 If you so request, J&T Banka will confirm that you have accepted the Instruction.
- 29.1131.12 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.
- 30.32 Refusal to accept or comply of Instructions
- 30.432.1 J&T Banka may refuse to comply with the Instruction and not carry it out, especially if:

- [30.1.432.1.1](#) 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
- [30.1.432.1.2](#) The Instruction was delivered to J&T Banka at a time when it cannot be executed; and further if
- [30.1.432.1.3](#) The Instruction contains incorrect or incomplete data; and further if
- [30.1.432.1.4](#) The Instruction is indefinite or incomprehensible; and further if
- [30.1.432.1.5](#) J&T Banka suspects that the Instruction is submitted by a person who is not authorized to do so; and further if
- [30.1.432.1.6](#) The Instruction is inconsistent with the rules and regulations of the regulated market operator, Depository or Settlement Center; and further if
- [30.1.732.1.7](#) The Instruction is in violation of the Contract or the Business Terms and Conditions; and
- [30.1.832.1.8](#) the use of insider information, market manipulation or conflict of interest could occur in the meeting of the Instruction, and if
- [30.1.932.1.9](#) 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
- [30.1.1032.1.10](#) in other cases specified in the Contract or the Business Terms and Conditions.
- [30.232.2](#) 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.
- [30.332.3](#) If J&T Banka refuses to comply with the Instruction, it will inform you without undue delay.
- [31.33.](#) Processing of Instructions
- [31.433.1](#) 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.
- [31.233.2](#) You must submit the Instruction in accordance with the Operation Day Time Schedule, which can be found on the Website in the section Investment Services.
- [31.433.3](#) J&T Banka executes the instructions 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.
- [31.433.4](#) If J&T Banka fails to execute the Instructions, it will inform you.
- [31.533.5](#) 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.
- [31.633.6](#) If you provide an Instruction to Sell the Investment Instruments on a market other than that in which the Investment Instruments are registered, and at the same time as the Instruction to Sell Investment Instruments, you instruct J&T Banka, for the purposes of settlement, to transfer the relevant Investment Instruments to that other market. You acknowledge and agree that if J&T Banka sells your Investment Instruments without directly identifying the market and if it is more profitable for you or if the relevant Investment Instruments at the time of sale can only be sold in a market other than that on which the Investment Instruments are registered, J&T Banka has the right to transfer these Investment Instruments for the purpose of settling the transaction in the relevant other market.
- [31.733.7](#) You hereby request J&T Banka not to disclose the limitations of Instructions, i.e. not disclose such Instructions for the purchase or sale of a share or similar security representing a share in a company or other legal entity admitted to trading on a regulated market located in a Member State of the European Union, which
- [31.7.433.7.1](#) contain the limit price at which such a security is to be purchased or sold; or which contain
- [31.7.233.7.2](#) the limit of the volume in which such security is to be purchased or sold,
- and which, due to the prevailing market conditions, could not be implemented without undue delays. J&T Banka, however, has the right to decide otherwise at its own discretion and in accordance with applicable law.
- [31.833.8](#) 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.
- [32.34.](#) Management of Investment Instruments
- [32.434.1](#) 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.
- [32.234.2](#) 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.
- [32.334.3](#) 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.
- [33.35.](#) Investment Advisory
- [33.435.1](#) J&T Banka can provide you with Investment Advisory. J&T Banka does not provide the service of regular portfolio evaluation.
- [33.235.2](#) J&T Banka provides Investment Advisory only in a portfolio manner. A portfolio manner means that J&T Banka will provide you with personalized recommendation. The aim of the recommendation is to structure the mix of your assets so that it corresponds to or approximates one of the four model portfolios. The specific model portfolio suitable for you is based particularly on your personalized needs, knowledge and other indicators.
- [33.335.3](#) J&T Banka will evaluate your personalized needs, knowledge and other indicators on the basis of a completed investment questionnaire. An accurate and full completion of the investment questionnaire is the basic prerequisite for the provision of Investment Advisory. Giving incomplete or inaccurate information prevents the provision of recommendation corresponding to your situation. J&T Banka considers the suitability of the recommendation contained in Investment Advisory so that it can act in your best interest.
- [33.435.4](#) J&T Banka provides Investment Advisory through the document "Suggested Portfolio Changes". Suggested Portfolio Changes contain in particular:
- [33.4.135.4.1](#) J&T Banka's investment recommendation to purchase or sell Investment Instruments or other Banking Products; and, further
- [33.4.235.4.2](#) Information in what manner J&T Banka has determined the suitability of recommendation with respect to the overall portfolio mix (statement on suitability); and, further
- [33.4.335.4.3](#) Target portfolio; and further
- [33.4.435.4.4](#) Set of Instructions to execute the recommendation.
- [33.535.5](#) J&T Banka will present the Suggested Portfolio Changes to you in printed form during a personal meeting. If you use Internet Banking, J&T Banka will also send the Suggested Portfolio Changes in electronic form as an Internet Banking message.
- [33.635.6](#) A specific recommendation is valid for four (4) Business Days of its delivery. You can submit Instructions based on the recommendation only for the period of these four (4) Business Days. After the lapse of this period, you can submit Instructions independently; nevertheless, these Instructions will not be considered suitable by J&T Banka in relation to your portfolio mix and each Instruction has to comply independently with conditions for its acceptance and execution.
- [33.735.7](#) Investment Advisory provided by J&T Banka is not independent investment advice. J&T Banka's selection of a specific Investment Instrument recommended to you is based on a limited set of Investment Instruments. As a matter of priority, this set includes instruments of entities that are closely related to J&T Banka or J&T Group.
- [33.835.8](#) You are not obliged to proceed in accordance with the recommendation. It is always at your discretion whether you will proceed according to the recommendation. You do not have the right to demand compensation from J&T Banka for any damage or lost profit in connection with proceeding according to the recommendation or, by contrast, in connection with not proceeding according to the recommendation since the investment decision itself is always only yours and you bear full responsibility for it. J&T Banka does not guarantee an increase in the value of investment or achievement of investment return. J&T Banka does not guarantee that the value of your assets will not decrease in connection with the provided investment recommendation.
- [33.935.9](#) Instructions to handle Investment Instruments on the basis of Investment Advisory may be submitted only via a designated form (set of Instructions), which you receive with the Suggested Portfolio Changes.
- [33.1035.10](#) In other respects, Instructions to handle Investment Instruments on the basis of Investment Advisory are governed by the applicable provisions of the Business Terms and Conditions regulating the submission and processing of Instructions.

[33-4135.11](#) J&T Banka hereby notifies you that J&T Banka is not obliged to provide Investment Advisory. The right of J&T Banka to provide Investment Advisory does not establish your entitlement to the provision of this service by J&T Banka.

[33-4235.12](#) Before Investment Advisory is provided, you are obliged to become acquainted with the detailed conditions of Investment Advisory. The conditions of Investment Advisory are published by J&T Banka on the Website in the Investment Services section in a document titled "Conditions of Investment Advisory".

[33-4335.13](#) You may not publish the contents of the received Investment Advisory or provide them to third parties.

#### [34-36](#) Conflict of Interest

[34-436.1](#) 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. Incentives are a special case of conflict of interest. You can find the Policy on Conflict of Interest and the Rules for receiving and providing incentives on the Website in the section Investment Services.

[34-236.2](#) J&T Banka governs Conflict of Interest between:

[34-2-436.2.1](#) 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;

[34-2-236.2.2](#) 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;

[34-2-336.2.3](#) clients or potential clients of J&T Banka mutually;

[34-2-436.2.4](#) Tied Agents on the one hand and their clients on the other;

[34-2-536.2.5](#) Intermediaries on the one hand and their clients on the other.

[34-336.3](#) 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.

[34-436.4](#) 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.

#### [35-37](#) Provision of Investment Services for Minor Clients

[35-437.1](#) J&T Banka provides Minor Clients with Investment Services only in the form of Investing according to these Business Terms and Conditions.

[35-237.2](#) 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.

[35-337.3](#) 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.

### [IX444](#) SECTION – INVESTMENT SERVICES – INVESTMENT

#### [36-38](#) Investment Account

[36-438.1](#) 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 Collection 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. J&T Banka is entitled to open an Investment Account for you even without the relevant Application for the Establishment of a Banking Product.

[36-238.2](#) 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.

[36-338.3](#) 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.

[36-438.4](#) 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.

[36-538.5](#) An entry in the Record means any day entry into the Record, mainly in:

[36-5-438.5.1](#) the establishment and cancellation of an Asset Account,  
[36-5-238.5.2](#) changing data about the person who is the owner of the Asset Account.

[36-5-338.5.3](#) transfer (including donation) or transfer of an Investment Instrument,

[36-5-438.5.4](#) the establishment, modification or termination of a lien on the Investment Instrument,

[36-5-538.5.5](#) entry or revoking the PPN to the Investment Instrument.

[36-638.6](#) If you do not apply for the establishment of an asset account with the Central Depository through J&T Banka, you are deemed to have requested and consented to the establishment and managing of your Asset Account by submitting an Application for Establishing an Investment 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.

[36-738.7](#) 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.

[36-838.8](#) 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.

[36-938.9](#) J&T Banka will cancel the Asset Account simultaneously with the cancellation of the Investment Account. An Asset Account can only be canceled if no Investment Instruments are registered in this Asset Account.

[36-1038.10](#) 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 Collection Accounts of Investment Instruments held by a Custodian or at the Depository opened on behalf of J&T Banka, or on individual accounts kept on your behalf. J&T Banka selects the Custodian and Depository among reputable financial institutions and with professional care.

[36-1138.11](#) 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.

[36-1238.12](#) J&T Banka ensures the records of your Investment Instruments on different Accounts than those on which J&T Banka registered the Investment Instruments.

[36-1338.13](#) 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. The data decisive for the exercising of the rights associated with book-entry Investment Instrument are data registered in the owner's account at the closing date determined by the operating rules of the Central Depository. When a book-entry investment instrument is transmitted, the change is not recorded on the customer account, the transfer of ownership taking place at the time of entry to the owner's account.

[36-1438.14](#) Transferring the Investment Instruments from your Asset Account in the case of written Investment Instruments means their debiting from your Asset Account and issuing the Investment Instrument from custody under the terms of the contract on the basis of which the Investment Instrument is being transferred.

[36-1538.15](#) The written Investment Instrument that J&T Banka will purchase and store for you will be issued by J&T Banka on your written request, without undue delay after J&T Banka takes it over from a third party. Upon the issuing of the last written Investment Instrument, J&T Banka will cease to

hold the Asset Account in a separate record in which it keeps the written Investment Instruments in its safekeeping.

~~36-1438.16~~ You transmit funds for dealing with Investment Instruments into your Current Account for trade settlement.

~~36-1738.17~~ 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.

### ~~37-39~~ Instructions

~~37-139.1~~ The Instruction to trade with an Investment Instrument must include:

~~37-1439.1.1~~ Your identification,

~~37-1239.1.2~~ the number of the Current Account determined for the financial settlement of trading,

~~37-1339.1.3~~ direction of the trade (purchase, sale),

~~37-1439.1.4~~ 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),

~~37-1539.1.5~~ the name of the Investment Instrument,

~~37-1639.1.6~~ 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;

~~37-1739.1.7~~ if you sell the Investment Instruments, the number of Investment Instruments available for sale;

~~37-1839.1.8~~ 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,

~~37-1939.1.9~~ the validity of the Instruction; unless otherwise agreed, the Instruction shall be valid until the date of the effective date of the Instruction,

~~37-11039.1.10~~ date of the submission of the Instruction,

~~37-11139.1.11~~ 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:

~~37-111439.1.11.1~~ 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.

~~37-111239.1.11.2~~ 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.

~~37-111339.1.11.3~~ 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.

~~37-111439.1.11.4~~ 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.

~~37-11239.1.12~~ further information that J&T Banka may request from you for the proper execution of the Instruction.

~~37-239.2~~ 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:

~~37-2439.2.1~~ 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,

~~37-2239.2.2~~ 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,

~~37-2339.2.3~~ 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,

~~37-2439.2.4~~ 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,

~~37-2539.2.5~~ date of the submission of the Instruction,

~~37-2639.2.6~~ 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:

~~37-26439.2.6.1~~ 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.

~~37-26239.2.6.2~~ 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.

~~37-26339.2.6.3~~ 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.

~~37-26439.2.6.4~~ 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.

~~37-339.3~~ 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.

~~37-439.4~~ 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.

~~37-539.5~~ 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. If you do not have such free funds, J&T Banka has the right not to execute the Instruction.

~~37-639.6~~ 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, 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 to determine the exchange rate between currencies by the day or the moment of the acceptance of the Instruction. You do bear the exchange rate risk associated with currency conversion.

~~37-739.7~~ 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.

#### 38.40. Instructions for the Purchase of Investment Instruments – Permanent Investment

38.440.1 Permanent Investment in Investment Instruments means a file of your monthly Recurring Instructions for the Purchase of Investment Instruments. Instructions contained by a file of your monthly recurring Instructions on the purchase of Investment Instruments, may only apply to collective investment securities.

38.240.2 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, is determined.

38.340.3 The Instruction on the Purchase of Investment Instruments – Permanent Investment and Individual Instructions on the Purchase of Investment Instrument 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.

38.440.4 The Instruction on the Purchase of Investment Instruments 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.

38.540.5 If on the day on which J&T Banka is supposed to execute the Instruction on the Purchase of Investment Instruments 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. 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.

38.640.6 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.

38.740.7 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 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.

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

39.441.1 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).

39.241.2 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).

39.341.3 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.

#### 39.441.4 Methods of paying the fee:

39.4.441.4.1 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;

39.4.241.4.2 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.

39.541.5 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.

39.641.6 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.

39.741.7 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.

#### 40.42. Instructions to Sell Investment Instruments

40.442.1 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.

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

40.342.3 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, J&T Banka purchases the Investment Instruments in your account as soon as possible until the settlement of the trade in question, and uses 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.

40.442.4 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.

#### 41.43. Instructions to Transfer Investment Instruments

41.443.1 If you submit an 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.

#### 42.44. Settlement of Business with Investment Instruments

42.444.1 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.

42.244.2 The standard settlement method for trades is the delivery-to-pay (DVP) method.

42.344.3 If there is a delay in settlement of the deal, J&T Banka will notify you without delay.

42.444.4 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.

42.544.5 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.

42.644.6 If J&T Banka or the person who is settling the trade cannot purchase the Investment Instruments due to not having the correct asset account number transferred for your asset account, J&T Banka may temporarily transfer such



Investment Instruments to your asset account, prompting you to provide the correct asset account number. If you do not disclose to J&T Banka the correct asset account number, J&T Banka has the right to sell the Investment Instrument and the proceeds from the sale to use for the settlement of such receivables arising from you in relation with the purchase of the Investment Instruments in question. J&T Banka will transfer the remaining portion of the proceeds from the sale to your Current Account.

[42.744.7](#) J&T Banka, based on your Instruction, will also ensure the settlement of such transactions that have been concluded without the participation of J&T Banka.

[43.45](#) Payment of Yield on Investment Instruments

[43.145.1](#) 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 Banka to your Current Account linked to the relevant Investment Account.

#### IX. SECTION – INVESTMENT SERVICES – BUSINESS

[44.46](#) Business Account

[44.146.1](#) 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.

[44.246.2](#) The investment instruments you purchase in the Czech Republic are managed in the Central Depository and in separate, authorized entities, according to the records of the Investment Instruments. These instruments are governed by Czech law. Investment instruments purchased abroad are usually managed in the Collection Accounts or Depository, and the Collection Accounts of Investment Accounts, which are opened on behalf of J&T Banka. Investment instruments that you buy abroad can also be managed on individual accounts held on your behalf.

[44.346.3](#) For the purposes of recording and trading with the Investment Instruments registered in the Central Depository, you must have an asset account. If you do not have an asset account, J&T Banka will establish it for you.

[44.446.4](#) Transferring Investment Instruments into a Business Account means:

[44.4.146.4.1](#) in the case of domestic book-entry Investment Instruments, their blocking with the relevant depository, executed in favor of J&T Banka; or

[44.4.246.4.2](#) in the case of written Investment Instruments taking over by J&T Banka or a person performing the function of Depository for J&T Banka; or

[44.4.346.4.3](#) in the case of the transfer of foreign Investment Instruments to J&T Banka is determined by the Collection Account of Investment Instruments or held by a third party; or

[44.4.446.4.4](#) in the case of individual accounts on your behalf, the establishment of the right of disposal for J&T Banka or for J&T Banka by a designated authorized person.

[44.546.5](#) Transferring Investment Instruments from a Business Account means:

[44.5.146.5.1](#) in the case of domestic book-entry Investment Instruments, canceling their blocking with the relevant Depository, executed in favor of J&T Banka; or

[44.5.246.5.2](#) in the case of written Investment Instruments, their take-over by you; or

[44.5.346.5.3](#) in the case of foreign Investment Instruments, their transfer from the Collection Account of Investment Instruments to your designated account; or

[44.5.446.5.4](#) in the case of individual accounts on your behalf, the cancellation of the right of disposal for J&T Banka or for J&T Banka by a designated authorized person.

[44.646.6](#) You may only submit an Instruction on the transfer of Investment Instruments from the Business Account if you have no obligations toward J&T Banka, in particular any debts arising out of or relating to the Contract.

[44.746.7](#) The written Investment Instrument that J&T Banka will purchase will be issued by J&T Banka on your written request, without undue delay after J&T Banka takes it over from a third party.

[44.846.8](#) The book-entry domestic investment instruments that J&T Banka will buy for you will be credited directly to your asset account. If, on the basis of a prior agreement between you and J&T Banka, the book-entry Investment Instrument is credited to the account of J&T Banka in the Central Depository, J&T Banka will transfer this Investment Instrument without undue delay to your asset account.

[44.946.9](#) J&T Banka hold your funds in a Cash Account according to individual currency. The funds on Cash Accounts do not accrue interest. J&T Banka

holds the funds of clients in accounts other than those in which they hold their own funds.

[44.1046.10](#) Funds designated for trade with Investments Instruments are transferred to the Cash Account. You can find the current list of Cash Accounts on the Website in the section Investment Services. When transferring funds to the Cash Account, you must enter your Sub-account Advance number as the variable symbol. For payments for which a variable symbol (such as foreign currency payments) cannot be entered, you will have to identify the payment in a different way, for example by indicating your Sub-account Advance number in the payment note or by informing J&T Banka of the payment by telephone, by e-mail, in person or in any other agreed manner. If you do not comply with the obligation according to this paragraph, J&T Banka is not responsible for damages incurred in the breaching of this obligation.

[44.1146.11](#) If you do not transfer the funds in accordance with the Business Terms and Conditions, especially if you do not properly identify your payment, J&T Banka is under no obligation to credit your account and has the right to return the funds to the account from which they were sent. If you transfer the funds to the Cash Account in accordance with the Business Terms and Conditions, J&T Banka will, without undue delay, credit them to the Business Account. If J&T Banka manages multiple Business Accounts for you, you must tell J&T Banka the amount of the funds to be credited to the Business Account. If you do not do so, J&T Banka will credit the cash to the Account at its sole discretion, and will not be liable for any damages that may arise to you.

[44.1246.12](#) Instructions for transferring funds from the Cash Account can be submitted if these funds are not linked to a trade with an Investment Instrument or any other obligation arising out of or in connection with the Contract. Instructions for transferring funds from the Cash Account must be approved by J&T Banka (by phone, written in paper form or electronically via Internet Banking). You can only transfer funds from the Cash Account to the Authorized Account. The transfer of funds from the Cash Account of J&T Banka shall be immediately registered in the Business Account. If J&T Banka manages multiple Business Accounts for you, you must communicate to J&T Banka the account to which the funds are to be credited. Failing to do so, J&T Banka will credit it to the Cash Account at its discretion. In this case, J&T Banka is not responsible for the damage that will be incurred.

[44.1346.13](#) PJ&T Banka informs you that receivables from deposits in the Cash Account are insured to the extent and under the conditions laid down in the Act on Banks.

[44.1446.14](#) If for any reason (mainly as a result of your trades, selection of funds, clearing of fees) receivables for you arise for J&T Banka, such receivables are considered to be receivables for drawing an unauthorized debit. J&T Banka's applies default interest for the drawing of unauthorized debit according to the Fee Rates.

[44.1546.15](#) You must immediately pay the unauthorized debit, even without any notification. If you do not immediately pay for an unauthorized debit, you expressly agree that J&T Banka has, in order to settle a receivable from an unauthorized debit, among other rights, to sell the appropriate number of Investment Instruments selected at its discretion and use the proceeds to satisfy its claim.

[45.47](#) Instructions

[45.147.1](#) The Instruction to trade with an Investment Instrument must include:

[45.1.147.1.1](#) Your identification,

[45.1.247.1.2](#) direction of the trade (purchase, sale),

[45.1.347.1.3](#) 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),

[45.1.447.1.4](#) the name of the Investment Instrument,

[45.1.547.1.5](#) number or volume of Investment Instruments,

[45.1.647.1.6](#) determining the market on which the transaction is to be carried out, or its segment or other place of transfer on which the Instruction is to be executed; if the place of transfer is not explicitly specified in the Instruction, the Investment Instruments traded in the Czech Republic shall be understood as the BCPP, in the case of foreign Investment Instruments J&T Banka designates the market in accordance with the Rules for the Implementation of the Instructions,

[45.1.747.1.7](#) the limit price of the Investment Instrument for which the transaction is to be executed,

[45.1.847.1.8](#) the validity of the Instruction; unless otherwise agreed, the Instruction shall be valid until the end of the Business Day in which J&T Banka has accepted the Instruction if it is an Instruction related to Bonds and unless otherwise agreed, the Instruction shall be valid for fourteen (14) in which the Order was accepted by J&T Banka; the validity of the Instruction is at most for one (1) year,

- [45.1.947.1.9](#) date of the submission of the Instruction,
- [45.1.1047.1.10](#) determining whether the Instruction may be executed only partially; unless the Instruction is such a designation, it is understood that you also consent with the partial execution of the Instruction,
- [45.1.1447.1.11](#) other data and conditions under which the Instruction is to be executed,
- [45.1.1247.1.12](#) further information that J&T Banka may request from you for the proper execution of the Instruction.
- [45.247.2](#) An Instruction on the collective investment securities must include the information referred to in the previous paragraph with the following differences:
- [45.2.447.2.1](#) 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,
- [45.2.247.2.2](#) 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 Business account; in the case of specified amount of funds 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,
- [45.2.347.2.3](#) information on the limit price of the Investment Instrument does not apply to the Instruction on collective investment securities, J&T Banka having no obligation to follow these instructions specified in the Instruction,
- [45.2.447.2.4](#) information on the market, its segment or other transfer location are not used in the Instruction on the collective investment securities; in the case of collective investment securities not traded on a regulated market, J&T Banka purchases securities directly from their issuer (issuance of a security) and sells securities directly to their issuer (repurchase of securities); in the case of collective investment securities traded on a regulated market, J&T Banka executes these transactions on this regulated market,
- [45.2.547.2.5](#) the validity of the Instruction; unless otherwise agreed, the Instruction is valid for ninety (90) days after the date on which J&T Banka received the Instruction,
- [45.2.647.2.6](#) the time of submitting the Instruction related to the collective investment securities is not required,
- [45.2.747.2.7](#) determining whether the Instruction may be executed only partially; unless the Instruction is such a designation, it is understood that you do not consent with the partial execution of the Instruction,
- [45.347.3](#) If you do not set the limit price of the Investment Instrument, J&T Banka will sell the Investment Instrument at the highest price or at the lowest price possible at the moment of the execution of the relevant Instruction.
- [45.447.4](#) At the latest on the day of the execution of the Instruction, you must have in your Sub-Account for Advances funds available at least at the amount of the estimated funds resulting from the Instruction to purchase an Investment Instrument. The estimated funds resulting from the execution of the Instruction to purchase the Investment Instrument is equal to the sum of the maximum admissible total purchase price for the purchase of the Investment Instrument, including an eventual aliquot interest yield, and the fee according to the Fee Rates. If you do not have the funds available in your Sub-Account for Advances by this day according to the previous sentence, J&T Banka is authorized to partially execute the Instruction or not execute the Instruction at its sole discretion.
- [45.547.5](#) If you provide funds for the purchase of the Investment Instrument in a currency other than the currency needed to settle the transaction, you must enter the Instruction for currency conversion. In the Instruction for currency conversion, you must specify the volume and currency of the funds to be converted by J&T Banka and the currency in which these funds are to be converted. To determine the exchange rate between currencies, J&T Banka shall use its respective exchange rate valid for the day or at the moment, executing the currency conversion. You do bear the exchange rate risk associated with currency conversion.
- [46.48](#) Instructions for the Purchase of Investment Instruments – Regular Investment
- [46.448.1](#) 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).
- [46.248.2](#) 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).
- [46.348.3](#) 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.
- [46.448.4](#) Methods of paying the fee:
- [46.4.148.4.1](#) 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;
- [46.4.248.4.2](#) 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.
- [46.548.5](#) 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.
- [46.648.6](#) 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 Collection Account, J&T Banka will not execute the purchase, even partially.
- [46.748.7](#) 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.
- [47.49](#) Instructions to Sell Investment Instruments
- [47.449.1](#) You may submit an Instruction for the sale of only those Investment Instruments, (1) of which you are the owner (owner), and (2), which are not limited to your right of disposition.
- [47.249.2](#) During the validity of the Instruction on Selling Investment Instruments until it settlement, you must not dispose of the Investment Instruments being sold.
- [47.349.3](#) 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, J&T Banka purchases the Investment Instruments in your account as soon as possible until the settlement of the trade in question, and uses all funds in your Sub-Account for Advances for this purchase. 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.
- [47.449.4](#) 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 your Sub-Account for Advances.
- [48.50](#) Instructions to Transfer Investment Instruments
- [48.450.1](#) If you submit an Instruction on the transfer of Investment Instruments between clients or merchants, you must have sufficient available funds for the payment of fees according to the Fee Rates.
- [49.51](#) Settlement of Business with Investment Instruments
- [49.451.1](#) 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.
- [49.251.2](#) The standard settlement method for trades is the delivery-to-pay (DVP) method.

- [49.351.3](#) In accordance with applicable regulations or rules of regulated markets and settlement centers, the settlement of the trade may be executed through a different method than the delivery method against payment. If the settlement is executed in accordance with the regulations and rules of the relevant market or settlement center, J&T Banka is not responsible for any damages resulting from such a settlement.
- [49.451.4](#) If multiple operations are executed (or if there are more than one of your receivables and debts arising from such operations), the final (net) amount of the receivable or debt will be determined on the basis of the offsetting of individual receivables and debts resulting from the operations (i.e. netting).
- [49.551.5](#) If there is a delay in the settlement of the deal, J&T Banka will notify you without delay.
- [49.651.6](#) 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.
- [49.751.7](#) If J&T Banka manages multiple Business Accounts for you, you must specify in the Instruction from which Business Account or to which Investment Account the Investment Instruments are to be settled.
- [49.851.8](#) If J&T Banka or the person who is settling the trade cannot purchase the Investment Instruments due to not having the correct asset account number transferred for your asset account, J&T Banka has the right to temporarily transfer such Investment Instruments to your asset account. If J&T Banka does so, J&T Banka will ask you to provide it with the correct asset account number. If you do not communicate to J&T Banka the correct asset account number, J&T Banka has the right to sell the relevant Investment Instruments. The proceeds of such sales may be used by J&T Banka to settle the receivables for you which J&T Banka has incurred in relation to the purchase of the relevant Investment Instruments. J&T Banka will transfer the remaining portion of the proceeds from the sale to your Sub-Account for Advances.
- [49.951.9](#) J&T Banka, based on your Instruction, will ensure the settlement of such trades that have been concluded without the participation of J&T Banka.

#### [50.52](#) Payment of Yield on Investment Instruments

- [50.452.1](#) 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 Sub-Account for Advances.

#### [51.53](#) Currency Conversions

- [51.453.1](#) J&T Banka will ensure based on your Instruction, the cash-free conversion of currencies in connection with the provision of the Investment Services for you. The Instruction on the currency conversion must at least include:
- [51.1.453.1.1](#) Your identification,
  - [51.1.253.1.2](#) direction of the trade (purchase, sale),
  - [51.1.353.1.3](#) the currency in which the funds are to be converted.
- [51.253.2](#) J&T Banka's currency conversion is performed through Forex trading on the interbank foreign exchange market. The exchange rate agreed between you and J&T Banka will be used for the conversion of currencies. The settlement period for Forex trades is usually T + 0.
- [51.353.3](#) If J&T Banka negotiates an individual exchange rate with you at your request (except for the Exchange Rate valid at the time) and you subsequently refuse to execute the transaction, you are obliged to reimburse J&T Banka for all purposefully incurred costs incurred on its part in connection with an unrealized transaction.

### XI. SECTION – INTERNET AND TELEPHONE BANKING

#### [52.54](#) Establishment and Cancellation of Internet Banking

- [52.454.1](#) 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 or the Authorization Key) and you activate Internet Banking.
- [52.254.2](#) 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.
- [52.354.3](#) 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.
- [52.454.4](#) 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.

- [52.554.5](#) For a trouble-free use of Internet banking, you must have the technical equipment specified in the user documentation of the Internet Banking.

- [52.654.6](#) 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.

#### [53.55](#) Operation and Security of Internet Banking

- [53.455.1](#) For information on how to use and operate Internet Banking, see the user documentation of the Internet Banking.
- [53.255.2](#) 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.
- [53.355.3](#) 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 the Authorization Key and 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 telephone line +420 800 707 606.
- [53.455.4](#) You may request written confirmation that this has been reported to J&T Banka within eighteen (18) months of reporting misuse or suspected misuse.
- [53.555.5](#) If J&T Banka records:
- [53.5.455.5.1](#) three (3) consecutive attempts to login to Internet Banking with an incorrect password for access to Internet banking; or
  - [53.5.255.5.2](#) three (3) consecutive entries of an incorrect Authentication or Authorization Code, or
  - [53.5.355.5.3](#) 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.

- [53.655.6](#) If you enter an incorrect PIN five times (5) consecutively in the DIGIPASS 270 Authorization Key, the Authorization Key is blocked.
- [53.755.7](#) 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.
- [53.855.8](#) J&T Banka must inform you of your blocked access through your e-mail address specified in the Contract or by telephone. You can unblock Internet Banking through your Private Banker or at the telephone line +420 800 707 606.
- [53.955.9](#) 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.
- [53.1055.10](#) In the case of the misuse or disclosure of the Internet Banking Security Features you will incur losses from unauthorized payment transactions, until you have notified this fact to J&T Banka under these Business Terms and Conditions, up to €50. Any losses exceeding this amount will be covered by J&T Banka. If the misuse or disclosure of the Internet Banking Security Features is due to gross negligence or fraudulent conduct, you are fully responsible for the damage incurred.

#### [54.56](#) Establishment and Cancellation of Telephone Banking

- [54.456.1](#) 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).
- [54.256.2](#) 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.
- [54.356.3](#) 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.
- [54.456.4](#) 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.

## 55-57. Operation and Security of Telephone Banking

55-457.1 Telephone banking is available through the designated telephone line.

55-257.2 J&T Banka may interrupt or limit the use of Telephone Banking for the time necessary for its maintenance or data processing.

55-357.3 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 telephone line +420 800 707 606.

55-457.4 You may request written confirmation that this has been reported to J&T Banka within eighteen (18) months of reporting misuse or suspected misuse.

55-557.5 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.

55-457.6 J&T Banka may block your access to Telephone Banking even if it detects a breach of the protection and security of Telephone Banking.

55-757.7 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. You can unblock Telephone Banking through your Private Banker or at the telephone line +420 800 707 606.

55-857.8 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.

55-957.9 In the case of the misuse or disclosure of the Telephone Banking Security Features you will incur losses from unauthorized payment transactions, until you have notified this fact to J&T Banka under these Business Terms and Conditions, up to €50. Any losses exceeding this amount will be covered by J&T Banka. If the misuse or disclosure of the Telephone Banking Security Features is due to gross negligence or fraudulent conduct, you are fully responsible for the damage incurred.

## 56-58. Payment Limits

56-458.1 For the mobile phone number and the Mobile Key, the Payment Limit is CZK 2,500,000 /day. For the DIGIPASS 270 Authorization Key, the Payment Limit is CZK 5,000,000 /day. For Telephone Banking, the Payment Limit is CZK 2,500,000 /day. You may change the Payment Limit by agreement with J&T Banka. J&T Banka may set the Payment Limit unilaterally. The Payment Limit applies only to Payment Orders from a Current Account.

## 57-59. Managing Clerk

57-459.1 You may request J&T Banka to allow a Managing Clerk to control your Bank Products through Internet Banking or Telephone Banking.

57-259.2 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, Passive Access, or Submitter 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.

57-359.3 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.

57-459.4 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.

57-559.5 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.

57-659.6 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.

57-759.7 Your rights and obligations set forth in this section of the Business Terms and Conditions also apply to the Managing Clerk.

## XII. SECTION – COMMON PROVISIONS

### 58-60. Fees, Commissions, Costs and Taxes

58-460.1 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.

58-260.2 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.

58-360.3 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.

58-460.4 J&T Banka charges fees, commissions and costs for the use of Banking Products to the Account for which the service is provided. You have the right to specify the Account to which you would prefer the charging of fees, commissions, and costs.

58-560.5 J&T Banka accounts for charges, commissions and costs related to the provision of Investment Services:

58-5-160.5.1 in the case of the sale of Investment Instruments in the form of a deduction from the sale price; or

58-5-260.5.2 in the case of the purchase of Investment Instruments in the form of a surcharge on the purchase price or your Current Account; or

58-5-360.5.3 in other cases, to your Sub-Account for Advances.

58-660.6 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.

58-760.7 In connection with the Contract and Banking Products, other tax obligations may arise besides those you meet through J&T Banka.

### 59-61. Communication

59-461.1 You can communicate with J&T Banka in the following methods:

59-1-161.1.1 personally; or

59-1-261.1.2 in written form; or

59-1-361.1.3 by telephone; or

59-1-461.1.4 by data box; or

59-1-561.1.5 by e-mail; or

59-1-661.1.6 through the Website; or

59-1-761.1.7 through Internet Banking; or

59-1-861.1.8 through Telephone Banking; or

59-1-961.1.9 through the Tied Agent; or

59-1-1061.1.10 through the Intermediary.

59-261.2 J&T Banka requires some kind of communication for certain situations or actions. You will bear all the costs that you incur when communicating with J&T Banka.

59-361.3 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.

59-461.4 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.

59-561.5 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:

59-5-161.5.1 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

59-5-261.5.2 in the case of ordinary or registered mail, seven (7) calendar days from the date of sending; or

59-5-361.5.3 the moment of receipt in the case of sending with a delivery date.

59-661.6 When shipping the consignment to you, J&T Banka is not responsible for the risk of the loss, damage or destruction of the consignment.

59-761.7 In telephone communications, J&T Banka will only provide you with Confidential Information through Telephone Banking.



59.861.8 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.

59.961.9 J&T Banka will particularly send you the following through the Website or through Internet Banking or by e-mail:

59.9.161.9.1 documents relating to the Contract as amended and information on their change; and further

59.9.261.9.2 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. This information will also be provided by J&T Banka at the Points of Sale. The information that J&T Banka sends to you by electronic mail can be prepared by mutual agreement in another language.

59.1061.10 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.

60.62 Statements, Information on Conducted Instructions

60.162.1 J&T Banka will send you Statements of Banking Product via Internet Banking, unless agreed otherwise.

60.262.2 J&T Banka will send you a statement of the Current Account and Card Transactions once a month. J&T Banka will send 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. You can also agree with other periodicities of Statements with J&T Banka.

60.362.3 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.

60.462.4 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.

60.562.5 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.

60.662.6 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.

60.762.7 As soon as you receive the Statement or information about the executed Instructions you have to check the accuracy of the data. If the data are not correct, you must notify J&T Banka of this fact without undue delay.

60.862.8 The Statement or information about the executed Instructions is deemed to have been delivered even if there is a failure of delivery on your side.

60.962.9 After the end of the calendar year, J&T Banka will inform you about the balance of your funds on your Accounts, in the December Statement.

60.1062.10 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.

61.63 Personal Data and Confidential Information

61.163.1 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.jtbank.cz/osobni\\_udaje](http://www.jtbank.cz/osobni_udaje).

61.263.2 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.

61.363.3 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.

61.463.4 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.

62.64 Complaints and Grievances

62.164.1 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.

62.264.2 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.

62.364.3 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 Arbitrator. J&T Banka hereby informs you that you can also file a complaint with the supervisory authority

63.65 The Responsibility of J&T Banka

63.165.1 J&T Banka is not responsible:

63.1.165.1.1 for damages arising as a result of circumstances that exclude J&T Banka's liability under applicable law; further

63.1.265.1.2 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

63.1.365.1.3 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

63.1.465.1.4 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.

63.265.2 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.

64.66 Settlement of Receivables and Receivables from Third Parties

64.166.1 Unless otherwise agreed, you cannot count your receivables against J&T Banka against any of its receivables against you.

64.266.2 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.

64.366.3 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.

64.466.4 If J&T Banka clears your receivables against you, it must notify you without undue delay.

64.566.5 If J&T Banka performs clearance:

64.5.166.5.1 of charges for the provision of services according to the applicable Fee Rates;

64.5.266.5.2 on the basis of a final and enforceable decision of the competent enforcement authority; or

64.5.366.5.3 withholding tax in accordance with generally applicable legislation; or



64.5.466.5.4 due to corrective clearance according to generally applicable legislation; or

64.5.566.5.5 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

64.5.666.5.6 in other cases, according to generally applicable law, the Contract or its appendices, or other documents; or

64.5.766.5.7 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

64.5.866.5.8 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 Account.

64.666.6 If J&T Banka receives a relevant court or governmental decision before it becomes effective, J&T Banka must block funds on your Account up to the amount of the enforceable receivable and its accessory.

65.67 Transfer of Rights and Obligations from the Contract

65.167.1 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.

66.68 Termination of Contractual Relations

66.168.1 You and J&T Banka can terminate the Contract:

66.1.168.1.1 by the agreement of the Contracting Parties,

66.1.268.1.2 termination notice; or

66.1.368.1.3 withdrawal from the Contract in cases specified by law, the Contract, or Business Terms and Conditions; and/or

66.1.468.1.4 through other methods according to the Business Terms, Contracts, or applicable legal regulations.

66.268.2 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 termination of the Contract and individual contracts and the method of transfer of your Investment Instruments recorded in the Collection Account of Investment Instruments shall be governed by this agreement.

66.368.3 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.

66.468.4 If the nature of the Banking Product allows, the termination may be submitted to one or more Bank Products established under the Contract.

66.568.5 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:

66.5.168.5.1 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

66.5.268.5.2 you are unable to provide J&T Banka's request with satisfactory evidence that you have obtained the funds you have legally; or

66.5.368.5.3 J&T Banka will evaluate you at any time as a risk within mandatory care measures; or

66.5.468.5.4 however you violate the Contract, Business Terms and Conditions or legislation; or

66.5.568.5.5 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

66.5.668.5.6 the content of the Contract was inconsistent with the law; or

66.5.768.5.7 for other reasons specified in the Contract or the Business Terms and Conditions.

66.668.6 The Contract expires if it is terminated:

66.6.168.6.1 by agreement, the date specified in the agreement; further

66.6.268.6.2 by a notice of termination; further

66.6.368.6.3 withdrawal from the Contract, delivery of the withdrawal to the other contracting party; further

66.6.468.6.4 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.

66.768.7 Your termination of the Contract or withdrawal from the Contract delivered via postal services must be signed according to the Signature Pattern or officially verified.

66.868.8 If the Contract is terminated by termination 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.

66.968.9 If you deliver to J&T Banka your termination or withdrawal from the Contract, you must instruct of the Instruction to which account J&T Banka is to transfer your Investment Instruments registered in the Collection Account of Investment Instruments on the date of termination of the Contract, no later than the date of termination of the Contract. If you do not issue such an Instruction during the notice period:

66.9.168.9.1 J&T Banka may sell your Investment Instruments on your behalf under current market conditions and transfer the received funds to your Authorized Account or other account you specify; and further

66.9.268.9.2 you must pay the costs incurred to J&T Banka and the penalty fee according to the Fee Rates.

66.1068.10 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.

66.1168.11 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 Collection Account of Investment Instruments. If you do not submit such an Instruction within the specified deadline:

66.11.168.11.1 J&T Banka may sell your Investment Instruments on your behalf under current market conditions and transfer the received funds to your Authorized Account or other account you specify; and further

66.11.268.11.2 you must pay the costs incurred to J&T Banka and the penalty fee according to the Fee Rates.

66.1268.12 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.

66.1368.13 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 on that account. 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 Account and its interest rate of 0% p.a.

66.1468.14 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.

66.1568.15 If a receivable arises for J&T Banka upon the cancellation of the Account 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.

66.1668.16 The right to execute Card Transactions will expire by returning the Payment Card.

66.1768.17 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.

66.1868.18 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.

~~66-1968.19~~ J&T Banka will handle the funds in the Account and Investment Instruments according to the final decision of the court or other authority in charge of inheritance proceedings.

~~66-2068.20~~ 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.

~~66-2168.21~~ If there are any orders to freeze the funds on the Account that is to be cancelled on the basis of any decision which is not yet final by virtue of ordered enforcement of a judgment or execution of a receivable from the Account, J&T Banka will terminate the Contract and cancel the Account after such judgment or execution is enforced or after the effect of such order passes. If there are no funds in such an Account, J&T Banka will terminate the contract and cancel the Account.

~~66-2268.22~~ 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.

~~66-2368.23~~ 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.

~~66-2468.24~~ 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:

~~66-24-168.24.1~~ within fourteen (14) days from the date which J&T Banka provided you with information according to Section 1843 and Section 1845 (1) of the Civil Code;

~~66-24-268.24.2~~ if J&T Bank has provided you with a misleading information, within three (3) months from the date you became aware of the misleading information;

~~66-24-368.24.3~~ within fourteen (14) days from the date of conclusion of the Contract without giving any reason.

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.

~~66-2568.25~~ Delivery is understood to mean:

~~66-25-168.25.1~~ 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;

~~66-25-268.25.2~~ delivery by fax when confirmation of receipt by the receiving fax machine has been received;

~~66-25-368.25.3~~ delivery with the use of postal services three (3) Business Days after sending by registered post.

~~66-2668.26~~ If you are a non-entrepreneurial natural person, 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".

### XIII. SECTION – FINAL PROVISIONS

~~67-69~~ Final Provisions

~~67-169.1~~ These Business Terms and Conditions are valid and effective from ~~16 September 2021~~ April 2022.

~~67-269.2~~ These Business Terms and Conditions cancel the Business Terms and Conditions of J&T BANKA, a. s., for banking services, valid as of ~~1 April 2022~~ 25 March 2021.

~~67-369.3~~ 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.

## Appendix 1 Deadlines for the Execution of Payment Orders

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

Transmitting a Payment Order to J&T Banka	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 Deadlines for Executing a Payment Orders within J&T Banka - Payment Order Transmitted through Internet Banking or Indirect Submission of Payment Order Services

Transmitting a Payment Order to J&T Banka	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 Deadlines for Executing a Payment Orders within J&T Banka - Payment Order Transmitted through Telephone Banking

Transmitting a Payment Order to J&T Banka	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 Deadlines for Executing a Payment Orders within the Czech Republic in CZK - Payment Order Submitted in Written Form at the Point of Sale

Transmitting a Payment Order to J&T Banka	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 next Business Day

Maximum Deadlines for Executing a Payment Orders within the Czech Republic in CZK - Payment Order Transmitted through Internet Banking or Indirect Submission of Payment Order Services

Transmitting a Payment Order to J&T Banka	The moment of receipt of the Payment Order	Adding a payment to the Beneficiary's bank account
by 11:00 AM on the Business Day	the same Business Day	the same Business Day
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 next Business Day

Maximum Deadlines for Executing a Payment Orders within the Czech Republic in CZK - Payment Order Transmitted through Telephone Banking

Transmitting a Payment Order to J&T Banka	The moment of receipt of the Payment Order	Adding a payment to the Beneficiary's bank account
by 11:00 AM on the Business Day	the same Business Day	the same Business Day
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 next Business Day

Maximum Deadlines for Executing a Payment Orders for outgoing [domestic](#) instant payment within the Czech Republic in CZK [and a Payment Orders for outgoing SEPA instant payment in EUR](#)

Transmitting a Payment Order to J&T Banka	The moment of receipt of the Payment Order	Adding a payment to the Beneficiary's account
at any time (with the exception of downtime Internet Banking)	instantly	instantly

Maximum Deadlines for Executing Payment Orders abroad or within the Czech Republic in foreign currency

Transmitting a Payment Order to J&T Banka	The moment of receipt of the Payment Order	Adding a payment to the Beneficiary's bank account
Outgoing payment in EUR to EU/EEA Member States <sup>1)</sup>		
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
Outgoing payment in the currency of EU/EEA Member States (excluding EUR) to EU/EEA Member States		
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
Outgoing payment in another currency than that of the EU/EEA Member States to EU/EEA Member States		
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
Outgoing payment to a non-EU/EEA Member State		
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.