

Business Terms and Conditions of J&T Banka, a. s., for Banking and Investment Services Effective from ~~1 February 2024~~ 19 June 2023

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I. SECTION - INTRODUCTORY PROVISIONS

1. Information about J&T Banka

1.1 Basic information:

J&T BANKA, a. s., ID: 47115378
Sokolovská 700/113a, 186 00 Prague 8, Czech Republic
Entered in the Commercial Register, maintained by the Municipal Court in Prague, Section B, File 1731 (hereinafter referred to as "J&T Banka")

1.2 Contact information:

Tel.: 800 707 606 (from abroad +420 221 710 706)
Phone number in case of abuse or suspected abuse of Internet Banking or Telephone Banking: 800 707 606 (from abroad +420 221 710 706)
Telephone number in case of misuse or suspected misuse of Payment Cards: 800 226 558 (from abroad +420 221 710 257)
E-mail: jtbank@jtbank.cz
Website: www.jtbank.cz

2. Information on Supervision

2.1 Supervision of J&T Banka conducted by:

The Czech National Bank
Na Příkopě 864/28, 115 03 Prague 1
Tel.: +420 224 411 111
Fax: +420 224 412 404
E-mail: podatelna@cnb.cz
Website: www.cnb.cz

3. Definition of Terms

Capitalised terms used in these Terms and Conditions as well as in the Contract have the following meaning:

3D Secure Code means an alphanumeric code that authenticates each payment with the Payment Card at the Merchant's. In a Card Transaction, J&T Banka sends the 3D Secure Code to the Cardholder's mobile phone number. Card Transactions are only executed after the 3D Secure Code is entered. The service is available at selected Merchants.

Active Access means a type of access to Internet Banking. Active Access enables the Authorised Account User to create and authorise Applications for a Banking Product, Payment Orders, Instructions, or to change the parameters of the Banking Product to the extent available in Internet Banking. You may restrict the Authorised Account User's access to a defined group of Banking Products.

Authentication Code means a one-time code for logging in to Internet Banking. J&T Banka will send the Authentication Code by SMS to your mobile phone number or you can generate it via the Authorisation Key.

Authentication Page means a website where you verify your identity for Indirect Submission of Payment Order and Payment Account Information. The address of the Authentication Page is: prihlaseni.jtbank.cz.

Authentication Notification means a data message to log in to Internet Banking or other J&T Banka's services. The Authentication Notification will be sent by J&T Banka through the Mobile Key.

Authorisation means the consent of J&T Banka to execute a specific Card Transaction through the Payment Card.

Authorisation Key means an electronic device that generates the Authentication Code or Authorisation Code.

Authorisation Code means a one-time code that authorises requests in Internet Banking. J&T Banka will send the Authorisation Code by SMS to your mobile phone number.

Authorisation Notification means a data message to authorise requests in Internet Banking or other J&T Banka's services. The Authorisation Notification will be sent by J&T Banka to you through the Mobile Key.

Authorised Account means a Current Account or an account in another financial institution established in the European Union or a branch of such financial institution, to which J&T Banka transfers funds from the Cash Component of the Investment Portfolio. The Cash Component of the Investment Portfolio is the Authorised Account for receiving the payment of gains and income from Investment Instruments with respect to which J&T Banka is the administrator.

ATM means a mechanical device used for cash withdrawal or other services.

Banking Product means the Current Account, Deposit, Payment Card, Safety Deposit Box and Investment Portfolio. The Banking Product will be provided to you by J&T Banka under the terms and conditions of the Contract.

PSE means the Prague Stock Exchange, a. s., seated at Rybná 14, 110 05 Prague 1, ID: 47115629.

Security Features means your first name and surname, Signature Pattern, username for Internet Banking, password to access Internet Banking, Authorisation Key, Authentication Code, Authorisation Code, Authentication Notification, Authorisation Notification, password to access Telephone Banking, Biometric Data or other features as agreed with J&T Banka.

Safety Deposit Box means a lockable safe-type device enabling the storage of items suitable for such storage, located in a safe on the premises of J&T Banka.

Current Account means an account that J&T Banka maintains for you. The Current Account is a payment account within the sense of the Act on Payment Transactions. Through your Current Account, you make outgoing and receive incoming payments and set up Banking Products of your choice.

BIC means a SWIFT bank indicator that uniquely identifies a bank in a given country. Each bank has a unique Bank Identifier Code.

Biometric Data means your fingerprint or a photograph of your face. Biometric Data are used to authorise Authentication and Authorisation Notifications in the Mobile Key.

Blocking means the temporary or permanent suspension of the right to execute given transactions.

CSDP means the Central Securities Depository Prague, a. s., seated at Rybná 14, 110 05 Prague 1, ID: 25081489. CSDP maintains a register of book-entry securities according to Czech law and settles trades in investment instruments.

CID is an identifier of the Beneficiary, uniquely identifying the Beneficiary of the SEPA debit. Each Beneficiary has a unique CID.

Depository means an organisation that maintains a register or separate register of book-entry investment instruments and settles trades in investment instruments.

Authorised Account User means a Representative authorised to use Internet Banking.

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

Cardholder means a person who is entitled to execute 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 apply mutatis mutandis to the Cardholder.

Confidential Information means information subject to banking secrecy according to the Act on Banks.

Payment Card ePIN means a numeric code used to authenticate the Cardholder during the confirmation of online Card Transactions. J&T Banka will send the Payment Card ePIN to the Cardholder by an SMS message to the Cardholder's mobile phone. Entering this code constitutes an unambiguous consent in the Authorisation of Internet Card Transactions, in combination with the 3D Secure Code.

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

Records means J&T Banka's records containing a list of investment instruments as part of Safekeeping and Administration of Investment Instruments, including related services.

Guarantee Fund means an organisation that provides for the payment of compensation if an investment firm is unable to meet its obligations toward its clients. More detailed information about the Guarantee Fund and the payment of compensation is available at www.gfo.cz.

Financial Market Guarantee System means an organisation that provides for the payment of compensation for insured deposits. More detailed information about the Financial Market Guarantee System and the payment of compensation for insured deposits can be found at www.garancnisystem.cz.

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

Operating Day Schedule means a timetable to receive and process Instructions and transactions in funds and register them in the Investment Portfolio. You can find the current version of the Operating Day Schedule on the Website in the Investment Services section.

Cash Transactions means a transfer of funds in cash. Cash Transactions mainly include the deposit and withdrawal of cash, or the purchase and sale of foreign currency.

IBAN means an internationally standardised account number that uniquely identifies the account, country and financial institution.

Identification means procedure aimed at identifying, recording and verifying a person's identification data from an Identity Document or a document proving the existence of a legal entity, in accordance with the requirements of the AML Act.

Collector means a person to whose account the debited money is to be credited within the SEPA debit.

The Insolvency Act means Act No. 182/2006 Sb., on composition and modes of solution.

Website means the website www.jtbank.cz.

Internet Banking means an internet portal through which you can make selected banking operations and submit selected Instructions online. Internet Banking is available through the Website.

Investment Instrument means an investment instrument, according to the Capital Market Undertakings Act, that can be the subject of trading as part of Investment Services. J&T Banka is not under the obligation to accept Instructions for all investment instruments in which J&T Banka may trade.

Investment Advisory means the provision of personalised 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 means a service that J&T Banka may provide as an investment firm.

Investment Portfolio means an account that J&T Banka manages for you and through which J&T Banka provides Investment Services to you. The Investment Portfolio contains an Asset Component and a Cash Component. J&T Banka maintains your Investment Instruments and funds in the Investment Portfolio.

~~J&T LIFE means life cycle funds managed by J&T INVESTIČNÍ SPOLEČNOST, a.s.~~

Card Transaction means the payment of funds through a Payment Card. Card Transactions may be non-cash (payment for goods and services at the Merchant's) or cash (cash withdrawal). The Card Transaction may also mean other uses of the Payment Card in the Czech Republic or abroad in accordance with the Business Terms and Conditions.

Due Diligence means the due diligence procedure under the AML Act.

Correspondence Address means an address where J&T Banka sends you written documents. Unless you specify otherwise, the Correspondence Address is the address of your permanent residence/seat.

Corporate Action means the payment of dividends, interest income and principals; the exercise of voting rights, preferential rights and subscription rights; notifications of mergers, repurchase offers, swaps and subscriptions.

Exchange Rates means a communication of J&T Banka containing exchange rates used in payment transactions. You can find the current version of the Exchange Rates on the Website in the Important Information section.

Transaction Limit means the highest cash amount that J&T Banka will allow the Cardholder to dispose of within a specified period of time through a Card Transaction.

Mandate for SEPA Debiting means the consent and authorisation given by the Payer to the Beneficiary and the payment service provider of the Beneficiary to set up the debiting from a particular payment account.

Asset Component means a part of the Investment Portfolio where J&T Banka maintains Investment Instruments for you.

Card Currency means the currency of the Current Account for which the Payment Card is issued. The Card Currency for Payment Charge Cards is the currency in which the Credit Line is maintained.

Monthly Payment means an amount equal to the total amount of Card Transactions executed through the Payment Charge Card and charged to the Credit Line in the relevant calendar month. This amount increases by fees according to the Price List.

Minimum Margin Deposit means a cash deposit as determined by J&T Banka, intended to secure the future fulfilment of obligations arising for you under the Contract. It is specified by J&T Banka as a percentage of the agreed value of a trade. If the trade is executed, you are obliged to maintain a cash deposit in at least this amount in the Investment Portfolio.

Mobile Key means an application installed on your mobile phone and registered with your Security Feature in Internet Banking. By the Mobile Key, you can authorise Authentication and Authorisation Notifications.

The CRR Regulation means Regulation (EU) No. 575/2013 of the European Parliament and of the Council, on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012.

The Civil Code means Act No. 89/2012 Sb., the Civil Code.

Managed Portfolio means Investment Instruments, funds and other instruments maintained for you as part of asset management services provided to customers.

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

Business Terms and Conditions means the Business Terms and Conditions of J&T Banka, a. s., for Banking and Investment Services, governing the relationship between you and J&T Banka, unless this relationship is governed by the Contract.

Merchant means a person who accepts Payment Cards as the means of payment.

Trading Period means a period during which trades in a given Investment Instrument, or stock or market trades may be executed.

Renewed Deposit means a Deposit established from the Terminated Deposit, at your request, under the terms of the Contract and the Business Terms and Conditions.

Outgoing Cross-Border Payment means an outgoing payment of funds in EUR, at the initiative of the Payer, conducted through an institution or its branch situated in an EU/EEA Member State and made, for the purpose of the payment of the amount to the Beneficiary, to an institution or its branch in another EU/EEA Member State. The Payer and the Beneficiary may be the same person.

Personal Data means any information about an identified or identifiable natural person, such as the name, identification number, location data, network identifier or one or more specific physical, physiological, genetic, psychological, economic or cultural characteristics or the social identity of the natural person.

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

Passive Access means a type of access of the Authorised Account User to Internet Banking. Passive Access enables the Authorised Account User to view Banking Products to the extent available in Internet Banking. You may restrict the Authorised Account User's access to a pre-defined group of Banking Products.

PayPass means a contactless technology that enables the granting of J&T Banka's consent to a specific Payment Card Transaction. The consent is granted by tapping the Payment Card on a contactless POS terminal or ATM. Entering the Payment Card PIN is not required in the Czech Republic for payments below CZK 500. The specified limit is set by the Mastercard Europe Card Association and it 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 Component means a part of the Investment Portfolio where J&T Banka maintains funds for you. Funds in the Cash Component bear an interest rate of 0% p.a. An up-to-date list of accounts for depositing funds in the Cash Component is available on the Website in the Investment Services section.

Payment Card PIN means a numeric code used to authenticate the Cardholder in electronic payment systems that are eligible for executing Card Transactions. J&T Banka will deliver the Payment Card PIN to the Cardholder along with the Payment Card. Entering this code constitutes unambiguous consent during the Payment Card Authorisation.

Payer means a person from whose account funds are debited to make an outgoing payment.

Payment Charge Card means a Payment Card with a Credit Line.

Payment Card means an electronic payment instrument used to execute cashless, cash or other payment transactions. The Payment Card is non-transferable to third parties.

Payment Limit means the highest amount of money that J&T Banka will allow you to transact within a specified period.

Payment Order means your unambiguous and comprehensible instruction to J&T Banka to execute an outgoing or incoming payment.

Signature Pattern means your signature provided in the Contract. A signature that you declare to be your Signature Pattern after signing the Contract in the manner required by J&T Banka is also considered the Signature Pattern. If not agreed otherwise and if you have multiple Banking Products, the Signature Pattern is identical for all Banking Products.

Subordinated Deposit means 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.

Instruction means your unambiguous and comprehensible instruction to J&T Banka to take an action. The Instruction means, in particular, the Instruction to purchase Investment Instruments and the Instruction to sell Investment Instruments.

POS Terminal means an electronic device with contact or contactless technology used to receive non-cash payments for goods and services or for cash withdrawals. The Cardholder makes a Card Transaction with a Payment Card through the POS Terminal and, as the case may be, by entering the PIN of the Payment Card or by signature.

Business Day means a day which is a work day in the Czech Republic and on which J&T Banka performs banking activities during the Hours of Operation.

Instruction Execution Rules means rules governing the transmission and execution of Instructions. You can find the current text of the Instruction Execution Rules on the Website in the Investment Services section.

Private Banker means an employee of J&T Banka entitled to negotiate contracts with you and to perform Identification and Confirmation of Identity. The Private Banker is a person with whom you generally

communicate. The duty of the Private Banker is to provide professional care for you.

Hours of Operation means a period within the Business Day during which J&T Banka conducts banking activities. The Hours of Operation are the regular hours of operation of J&T Banka for the public.

Beneficiary means a person to whose account incoming payments are credited.

Complaints Procedure means rules governing the submission and handling of claims and complaints. The purpose of the Complaints Procedure is to ensure the best possible course of the claims and complaints procedure. You can find the current version of the Complaints Procedure on the Website in the Banking Services section.

Price List means a communication of J&T Banka containing fees, commissions, costs, charges, interest on late payment, contractual penalties and rates charged in connection with the Contract. The Price List constitutes an integral part of the Contract.

Collection Account means an account maintained by J&T Banka. Funds for setting up a Deposit are transferred from the Collection Account. The Collection Account number is specified in the relevant Application for a Banking Product or in a separate contract. The Collection Account is joint for all clients.

Collection Account for Setting up Subordinated Deposit means an account maintained by J&T Banka. To set up a Subordinated Deposit, Funds are transferred to the Collection Account for Setting up Subordinated Deposit.

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

Communication of Key Information means a document which, pursuant to Sec. 227 et seq. of the Act on Management Companies and Investment Funds, contains key information for investors. The current version of the Communication of Key Information is available on the Website in the Important Information section.

SEPA means a regulation that enables payment transactions in EUR within the European infrastructure, in the same manner and under the same conditions, regardless of whether the payment is domestic or cross-border.

SEPA Credit Transfer Scheme means an operating system for outgoing SEPA payments and incoming SEPA payments.

SEPA Direct Debit Scheme means an operating system for SEPA debiting.

J&T Group means a regulated consolidated group of which J&T Banka is a member.

Contract means a contract, including its annexes and amendments, whose subject is the provision of services by J&T Banka, in particular Banking Products, concluded between J&T Banka and you and referring to the supportive provisions of these Business Terms and Conditions.

Payment Account Information means a service consisting in providing information about the Current Account through the Internet by a provider other than J&T Banka.

Indirect Submission of Payment Order means a service consisting in the submission of a Payment Order to transfer funds from the Current Account on behalf of the Payer, provided through the Internet by a provider other than J&T Banka.

TCF means a Target Click Fund, a special type of a hedged sub-fund with a pre-determined fixed term.

Telephone Banking means a service through which you can conduct some banking transactions and submit selected Instructions by phone.

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

Account means the Current Account. In connection with Payment Cards, the Account means an account for which the Payment Card was issued.

Terminated Deposit means funds at the maturity date of the Deposit or any part thereof that J&T Banka will use to open a Renewed Deposit, at your request, under the terms of the Contract and the Business Terms and Conditions.

UMR means a unique mandate reference that identifies the debiting relationship.

Credit Line means the maximum amount of Card Transactions, as agreed with J&T Banka, that the Cardholder can make with the Payment Charge Card. If multiple Payment Charge Cards are issued with respect to one Credit Line, this limit is common to all such Payment Charge Cards.

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

Deposit means a Term Deposit, Deposit with a Notice Period, Guaranteed Deposit with Premium or Subordinated Deposit. J&T Banka accepts the Deposit under the terms of the Contract and the Business Terms and Conditions.

Deposit with Notice Period means a deposit pursuant to Sec. 2680 et seq. of the Civil Code. The Deposit with a Notice Period is a Deposit for an indefinite period of time.

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

Declared Interest Rate means an interest rate on funds in the Current Account and Deposit. The Declared Interest Rate is determined by J&T Banka. You can find the current rate in the document "Declared Interest Rates of J&T Banka" available on the Website or at Points of Sale.

Statement means a document issued by J&T Banka, containing an overview of your payment transactions, Card Transactions, all fees and other credit or debit transactions in the Account or the Deposit.

Submitter Access means a type of access of the Authorised Account User to Internet Banking. With Submitter Access, the Authorised Account User can submit an Application for a Banking Product, Payment Order or Instruction, or change the Banking Product parameters to the extent available in Internet Banking. The Authorised Account User is not allowed to authorise the Application for a Banking Product, Payment Orders, Instructions or the change in the Banking Product parameters. You can restrict the Authorised Account User's access to only a specific group of Banking Products.

The AML Act means Act No. 253/2008 Sb., on certain measures against the legitimisation of criminal proceeds and the financing of terrorism.

The Act on Banking means Act No. 21/1992 Sb., on banks.

The Act on Income Taxes means Act No. 586/1992 Sb., on income taxes.

The Act on Financial Security means Act No. 408/2010 Sb., on financial security.

The Act on Management Companies and Investment Funds means Act No. 240/2013 Sb., on management companies and investment funds.

The Act on the Protection of Personal Data means Act No. 110/2019 Sb., on the processing of personal data.

The Act on Payment Transactions means Act No. 370/2017 Sb., on payment transactions.

The Capital Market Undertakings Act means Act No. 256/2004 Sb., on undertakings on the capital market.

Representative means a person who acts for you on the basis of a power of attorney or under another authorisation. The Authorised Account User is the Representative for Internet Banking. The Cardholder is the Representative for Payment Cards.

SEPA Countries means countries within the scope of SEPA. You can find the list of SEPA countries on the website of the European Council for payments: www.europeanpaymentscouncil.eu.

Intermediary means a person who arranges the Contract for J&T Banka and provides related services to you.

Billing Period means every calendar month in which the Credit Line is used through the Payment Charge Card.

Application for Banking Product means your unambiguous and comprehensible request that J&T Banka set up a Banking Product for you.

Application for Deposit means an Application for a Banking Product, where the Banking Product is a Deposit.

4. Rules of Interpretation
- 4.1 The rights and obligations between you and J&T Banka not governed by the Contract are governed by the Business Terms and Conditions.
- 4.2 You may agree with J&T Banka in writing that certain provisions of the Contract or its appendices will not apply or will apply differently.

II. SECTION – ESTABLISHMENT OF CONTRACT

5. Conclusion of Contract
- 5.1 You can conclude the Contract with J&T Banka:
 - 5.1.1 At Points of Sale; or
 - 5.1.2 Through the Intermediary; or
 - 5.1.3 Through the Tied Agent; or
 - 5.1.4 Through the client line or the Website; the Representative cannot conclude the Contract in this manner; or
 - 5.1.5 Through Internet Banking; the Representative cannot conclude the Contract in this manner.
- 5.2 J&T Banka may refuse to conclude the Contract without giving a reason, except in cases stipulated by law.

- 5.3 You will be notified immediately by J&T Banka of its refusal to conclude the Contract.
- 5.4 If remote Identification is not completed within three (3) months, the Contract will expire.
- 5.5 Prior to the conclusion of the Contract and during the Contract, you must prove your identity at the request of J&T Banka, namely by:
- 5.5.1 An identity document; 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 to verify your identity; or
- 5.5.4 The use of 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 On a case-by-case basis, J&T Banka can determine the following:
- 5.6.1 The type of documents it will require; and, further
- 5.6.2 Which documents will require an officially certified copy or the original; and, further
- 5.6.3 Which documents will require higher authentication or apostille.
- 5.7 For the purpose of compliance with statutory obligations under the AML Act, J&T Banka may make a copy of your Proof of Identity document. This may also apply to other documents submitted by you.
- 5-75.8 If a Representative acts for you, you or your Representative must provide documents to J&T Banka proving that your Representative may act for you. Where such a document is a decision made by a court or other authority, the legal force of the decision must be indicated on it.
- 5-85.9 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 has familiarised himself/herself with all the rules.
- 5-95.10 You must ensure that Identification and Confirmation of Identity, or, if necessary, Due Diligence, can be performed on the Representative. If Identification, Confirmation of Identity or Due Diligence are not possible, J&T Banka may refuse the Representative's acts.
- 5-105.11 You must provide J&T Banka, at its request and without undue delay, with all the necessary documents to enable J&T Banka in particular:
- 5-10-45.11.1 To obtain data on the purpose and intended nature of the transaction or business relationship; and
- 5-10-25.11.2 To ascertain the beneficial owner and controlling person if you are a legal person, trust fund or other legal arrangement without a legal personality; and
- 5-10-35.11.3 To obtain data needed to conduct on a regular basis the monitoring of the business relationship, including the review of transactions executed during the given relationship, all in order to determine whether the executed transactions are consistent with the information about you and with your risk profile; and
- 5-10-45.11.4 To review the sources of funds.
- 5-115.12 If you are a US citizen or tax resident of the United States of America or personal company or business company founded in the United States or established according to the legal regulations of the United States or any of the States or if the personal company or business company is controlled 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 to J&T Banka within thirty (30) days of signing the Contract.
- 5-125.13 Should any information provided by you change, you must notify J&T Banka immediately in the required manner, or provide proof upon request.
- 5-135.14 If J&T Banka learns that any item of your Personal Data has changed, it will immediately change it without your request or notification.
- 5-145.15 J&T Banka will, upon request, provide you with the content of the concluded Contract.
6. Application for Banking Product
- 6.1 The Application for a Banking Product must contain all mandatory essentials, and it must be comprehensible, complete and legible.
- 6.2 You may apply for a banking product in one of the following ways:
- 6.2.1 In writing 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 By 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 By transferring funds to the Collection Account for Setting up a Subordinated Deposit, in accordance with the Contract or the Business Terms and Conditions; or
- 6.2.9 In another agreed manner.
- 6.3 Written Applications for a Banking Product submitted through 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 Confirmation of Identity by an employee of J&T Banka, the Tied Agent or the Intermediary.
- 6.4 Written Applications for a Banking Product submitted electronically must be sent from an e-mail address agreed with J&T Banka for this type of communication and they must contain the Security Features agreed with J&T Banka for this type of communication.
- 6.5 You must submit electronic Applications for a Banking Product through Internet Banking and using the Security Features agreed with J&T Banka for this method of communication.
- 6.6 You must submit telephone Applications for a Banking Product on the designated recorded telephone line and using the Security Features agreed with J&T Banka for this method of communication.
- 6.7 For some Applications for a Banking Product, J&T Banka may specify only the method of submission. For some Applications for a Banking Product, J&T Banka may specify that the Application for a Banking Product must contain your officially certified signature or the Confirmation of Identity by an employee of J&T Banka, the Tied Agent or the Intermediary.
- 6.8 If the Application for a Banking Product is received by J&T Banka during Hours of Operation and if a later execution date is not specified in the Application for a Banking Product or the Business Terms and Conditions stipulate otherwise, J&T Banka will execute the Application for a Banking Product without delay.
- 6.9 If the Application for a Banking Product is received by J&T Banka on a day which is not a Business Day or on a Business Day outside Hours of Operation, J&T Banka will process such a request on the nearest Business Day.
- 6.8 If the Application for a Banking Product is received by J&T Banka on a day which is not a Business Day, it will be processed on the nearest Business Day. J&T Banka will process the Application for a Banking Product on the nearest Business Day only if the Application does not indicate otherwise and if this is possible with regard to the Hours of Operation.
- 6.9 A properly submitted Application for a Banking Product will be handled and processed by J&T Banka without delay.
- 6.10 If you so request, J&T Banka will confirm that your Application for a Banking Product has been accepted.
- 6.11 You may change or cancel the Application for a Banking Product in the manner prescribed for submitting the Application for a Banking Product. You may change or cancel the Application for a Banking Product only until the moment at which J&T Banka may still discontinue the Application for a Banking Product and when it is reasonable to request it with regard to the circumstances.
- 6.12 J&T Banka may refuse to process the Application for a Banking Product without giving a reason.
- III. SECTION – BANK ACCOUNTS AND DEPOSITS
7. Opening of Current Account
- 7.1 A Current Account will be opened by J&T Banka on the basis of the Application for a Banking Product. Unless otherwise stated in the Application for a Banking Product, J&T Banka will open the Current Account by the next Business Day after receiving the Application for a Banking Product.
- 7.2 J&T Banka does not open anonymous Current Accounts or joint Current Accounts.
- 7.3 J&T Banka has the right to set the minimum opening balance for opening the Current Account.
- 7.4 You must maintain a sufficient amount of funds in your Current Account to cover your obligations towards J&T Banka.
8. Management of Funds in Current Account
- 8.1 You can perform non-cash and cash payment transactions in your Current Account. J&T Banka accepts incoming payments to the Current Account. J&T Banka executes outgoing payments from the Current Account.
- 8.2 J&T Banka credits and debits the Current Account in the currency of the Current Account. Payments are executed by J&T Banka in CZK and also in foreign currencies. The list of foreign currencies can be found in the Exchange Rates.

- 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, J&T Banka may also change the Exchange Rates during the Business Day.
- 8.4 You may dispose of the funds in your Current Account up to the amount of the available balance.
- 8.5 The execution of Payment Orders, especially the time limits for their execution, are governed by the applicable provisions of the Act on Payment Transactions, other relevant legal regulations, the Contract and its Appendices.
- 8.6 You may dispose of funds in your Current Account on the basis of Payment Orders and Applications for a Banking Product.
9. Setting up and Maintenance of Deposit
- 9.1 J&T Banka sets up the following types of Deposits:
- 9.1.1 Term Deposit; and
- 9.1.2 Guaranteed Deposit with Premium; and
- 9.1.3 Subordinated Deposit; and
- 9.1.4 Deposit with a Notice Period.
- 9.2 J&T Banka sets up a Deposit from the Current Account or from the Collection Account. J&T Banka sets up a Subordinated Deposit from the Collection Account for the Setting up of a Subordinated Deposit. The Deposit will be set up by J&T Banka on the basis of a contract on Deposit concluded according to the Contract.
- 9.3 J&T Banka sets up a Deposit for a minor Client only from the Current Account of the minor Client.
- 9.4 The contract on a Deposit set up from the Current Account and the Collection Account is concluded and the Deposit is established when all the following conditions have been met:
- 9.4.1 J&T Banka receives the Application for a Deposit; and
- 9.4.2 There are funds in the account specified in the Application for a Deposit at least in the minimum required amount of the selected Deposit; and
- 9.4.3 The deposit is equal to or higher than the minimum amount of the Deposit. If the amount of funds transferred as the Deposit does not reach the minimum amount of the Deposit, J&T Banka may reject your Application for a Deposit.
- 9.5 The Application for a Deposit from the Current Account and the Collection Account must state:
- 9.5.1 The type of Deposit,
- 9.5.2 The amount of the Deposit and the currency of the Deposit (unless specified otherwise, the Deposit will be in CZK)
- 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 The frequency of interest payments,
- 9.5.6 The method of crediting interest (to the Deposit, whereby the principal amount increases, or to an account specified by you);
- 9.5.7 Where the Deposit is set up by transfer from the Current Account, the number of the Current Account from which the funds will be transferred to the Deposit,
- 9.5.8 An account number for the transfer of the Deposit principal and interest at maturity date,
- 9.5.9 Information on whether the Deposit should be automatically renewed at maturity.
- 9.6 For some specific types of Deposit, the Application for a Deposit does not allow entering the Deposit parameters according to your instructions. In such a case, J&T Banka will determine the essentials of the Application for a Deposit with regard to the specific type of Deposit.
- 9.7 If there are insufficient funds in your Current Account or the relevant Collection Account within thirty (30) days of the receipt of the Application for a Deposit, J&T Banka will notify you immediately, and unless agreed otherwise with J&T Banka, J&T Banka will consider such Application for a Deposit to have expired.
- 9.8 The contract on the Subordinated Deposit set up from the Collection Account for Setting up a Subordinated Deposit is established when all the following conditions have been met:
- 9.8.1 You transfer funds equal to the Deposit to the Collection Account for Setting up a Subordinated Deposit, provided in the Declared Interest Rates of J&T Banka; and
- 9.8.2 You enter numeric characters determined according to the rules stated in the Declared Interest Rates of J&T Banka as the variable symbol for the payment, or, if the type of payment does not allow the variable symbol to be entered, you enter numeric characters determined according to the rules stated in the Declared Interest Rates of J&T Banka in a message for the payee; and
- 9.8.3 The Deposit is equal to or higher than the minimum Deposit amount.
- 9.9 The Subordinated Deposit set up from the Collection Account for Setting up a Subordinated Deposit is established by the next Business Day that follows the conclusion of the contract on the Subordinated Deposit.
- 9.10 If you send funds to J&T Banka in connection with the setting up of a Deposit prior to the entry into effect of the Contract, J&T Banka will open this Deposit only after the Contract becomes effective and according to the conditions in force at the effective date of the Contract.
- 9.11 The conclusion of the Deposit contract will be confirmed by J&T Banka by a Statement, in a manner agreed in the Contract. The Statement includes the Deposit number.
- 9.12 The duration of the Deposit is calculated from the date the Deposit is set up to the date on which the Deposit expires according to the Contract.
- 9.13 If J&T Banka does not set up a Deposit for you, it will inform you without undue delay by e-mail to the 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 Deposit contract, J&T Banka will notify you of the rejection of your Application for a Deposit. If you have transferred funds to the Collection Account or to the Collection Account for Setting up a Subordinated Deposit in relation with the Application for a Deposit, J&T Banka will immediately transfer them back to the account from which these funds were transferred.
- 9.14 The Guaranteed Deposit with Premium will be set up by J&T Banka on the first Business Day of a calendar week following the receipt of the relevant Application for a Deposit.
- 9.15 The Subordinated Deposit is a Deposit that has the character of a subordinated claim pursuant to Sec. 172 of the Insolvency Act and a capital instrument pursuant to Article 62, letter a) of the CRR Regulation.
- 9.16 It follows from the character of the Subordinated Deposit that in the event of bankruptcy or liquidation of J&T Banka, claims from this Subordinated Deposit are satisfied only after all non-subordinated claims have been satisfied. The order of satisfaction of subordinated claims is governed in particular by the provisions of Sec. 172 of the Insolvency Act and Articles 28, 52 and 63 of the CRR Regulation (in relation to instruments included in Tier 1 capital and eligible liabilities).
- 9.17 Your claims arising out of the Subordinated Deposit contract cannot be offset against your obligations to J&T Banka or any other entity from J&T Group. J&T Banka will not accept any of your claims resulting from the Subordinated Deposit contract as security for any of its claims.
- 9.18 Your claims arising from the Subordinated Deposit contract are not and will not be secured in any way for the duration of this contract.
- 9.19 You can increase your Deposit with a Notice Period with additional funds by transferring funds directly to your account of the Deposit with a Notice Period. You can dispose of the funds in the Deposit with a Notice Period after a termination notice has been submitted and after the agreed notice period has expired. After submitting a termination notice for the entire Deposit with a Notice Period, you can no longer increase the Deposit.
10. Interest on Deposit and Current Account Balance
- 10.1 J&T Banka pays interest on the balance of the Current Account at the Declared Interest Rate. J&T Banka may also change the interest rate for Current Accounts during the term of the Current Account.
- 10.2 J&T Banka pays interest on Term Deposits at the Declared Interest Rate for the relevant type of Term Deposit effective on the date of conclusion of 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 type of Deposit effective on the first day of the new duration of the Deposit, starting on the first day of the new duration of the Deposit.
- 10.4 The interest on the Guaranteed Deposit with Premium is usually determined by the guaranteed interest and the premium interest, which are paid depending on the change in value of the underlying asset. 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 for a Deposit.
- 10.5 J&T Banka pays interest on Subordinated Deposits at the Declared Interest Rate for the relevant type of Subordinated Deposit effective on the date of conclusion of the Deposit contract.
- 10.6 J&T Banka pays interest on Deposits with a Notice Period at the Declared Interest Rate effective at that time for the relevant type of Deposit with a Notice Period. The Declared Interest Rate may be changed by J&T Banka during the term of the Deposit with a Notice Period. The new interest rate, including the day from which the new interest rate is effective, is available on the Website or at Points of Sale.
- 10.7 J&T Banka taxes interest on the Current Account and Deposits in accordance with legal regulations.

- 10.8 Unless agreed otherwise, J&T Banka calculates the interest by dividing the actual number of days of the Deposit duration (from the start of the Deposit to the day preceding the maturity date of the Deposit) by 365. The first day of the interest period is the day on which the funds are credited to the Current Account or the Deposit. The last day of the interest period is the day preceding the day on which the funds are debited from the Current Account or the Deposit.
- 10.9 If the Deposit was set up from the Current Account or the Collection Account on the basis of the Application for a Deposit, J&T Banka will transfer the relevant interest to the account specified in the Application for a Deposit. If the Subordinated Deposit was set up from the Collection Account for Setting up a Subordinated Deposit based on the transfer of funds, J&T Banka will transfer the relevant interest to the account from which the funds were sent to the Collection Account for Setting up a Subordinated Deposit at the time the Deposit was set up.
- 10.10 Term Deposits, Guaranteed Deposits with Premium and Deposits with a Notice Period, including interest, are insured according to the Act on Banking with the Financial Market Guarantee System.
- 10.11 Subordinated Deposits or any interest thereon are not insured with the Financial Market Guarantee System and not covered by any other deposit guarantee system or any other deposit protection.
11. Termination of Deposit
- 11.1 J&T Banka terminates a Deposit by the Deposit maturity date. The Deposit maturity date is the last day of the Deposit duration. If it falls on a day that is not a Business Day, the next Business Day is the last day of the Deposit duration.
- 11.2 J&T Banka will send you the principal amount of the Deposit by the next Business Day following the expiration of the Deposit.
- 11.3 Upon termination of the Term Deposit, the Guaranteed Deposit with Premium or the Subordinated Deposit, if they were set up from the Current Account or the Collection Account on the basis of the Application for a Deposit, J&T Banka will transfer the principal amount of the Deposit to an account specified in the Application for a Deposit. If the Subordinated Deposit was set up from the Collection Account for Setting up a Subordinated Deposit on the basis of the transfer of funds, J&T Banka will transfer the principal amount of the Subordinated Deposit to the account from which the funds were sent to the Collection Account for Setting up a Subordinated Deposit at the time the Subordinated Deposit was set up.
- 11.4 If you wish to terminate a recurring Term Deposit, you must instruct J&T Banka to terminate it at least three (3) Business Days before the start of the new period of Deposit duration.
- 11.5 If J&T Banka wishes to terminate the recurring Term Deposit, it must notify you at least three (3) Business Days before the start of the new period of Deposit duration.
- 11.6 The Guaranteed Deposit with Premium cannot be terminated early.
- 11.7 The principal amount of the Subordinated Deposit is payable in a lump sum.
- 11.8 The Subordinated Deposit cannot be terminated early and repaid before the agreed maturity date.
- 11.9 Either party may submit a notice of termination of the Deposit with a Notice Period at any time.
- 11.10 You can submit the termination notice for the Deposit with a Notice Period only:
- 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 writing, with an officially authenticated signature.
- 11.11 If you submit the termination notice in writing and sign the document containing the termination notice for the Deposit with a Notice Period according to your Signature Pattern and if you are transferring funds to your Current Account, your signature does not need to be officially authenticated.
- 11.12 You may also submit the termination notice for the Deposit with a Notice Period through the Tied Agent or the 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 the Deposit with a Notice Period according to your Signature Pattern; and if
- 11.12.3 You are transferring the funds to your Current Account.
- 11.13 The notice period for the given Deposit with a Notice Period begins to run from the date of receipt of the notice unless a later date is specified at the time the notice is submitted. 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 nearest Business Day.
- 11.14 You may terminate:
- 11.14.1 Part of the Deposit with a Notice Period while the minimum amount of the Deposit is maintained, or
- 11.14.2 The entire Deposit with a Notice Period; upon the expiration of the notice period, J&T Banka will terminate the Deposit.
- 11.15 If you terminate the Deposit with a Notice Period, J&T Banka will transfer the principal amount of the Deposit with a Notice Period to an account specified in the notice.
- 11.16 If the amount of the Deposit with a Notice Period falls below the minimum amount of the Deposit, the Deposit will not bear any interest and J&T Banka has the right to give a notice of termination of the Deposit with immediate effect and terminate the Deposit.
- 11.17 After the termination of a Deposit maintained for a minor client, J&T Banka will transfer the principal amount of the Deposit to the Current Account maintained for this minor Client.
- 11.18 You must submit to J&T Banka the Application for setting up a Renewed Deposit no later than three (3) Business Days before the maturity date of the Deposit.
- 11.19 You must report immediately any change of the account to which J&T Banka is to transfer funds upon the termination of the Deposit:
- 11.19.1 In person at Points of Sale; or
- 11.19.2 Through Internet Banking; or
- 11.19.3 Through Telephone Banking; or
- 11.19.4 In writing, with an officially authenticated signature.
- 11.20 Unless agreed otherwise, you must notify J&T Banka of any change of the account to which J&T Banka will transfer funds upon the termination of the Deposit at least three (3) Business Days before the Deposit is terminated.
- 11.21 If the principal amount of the Deposit or interest on the Deposit sent by J&T Banka to the account specified by you returns as undeliverable, J&T Banka may transfer such principal amount of the Deposit or interest on the Deposit to the Current Account kept in the same currency, provided J&T Banka maintains such an account for you.
- IV. SECTION – PAYMENT TRANSACTIONS
12. Payment Order – General Provisions
- 12.1 With a Payment Order, you instruct J&T Banka to transfer or pay funds from a bank account maintained for you. You can only give a Payment Order that you are authorised to give under the Contract with J&T Banka.
- 12.2 J&T Banka accepts and executes only Payment Orders that are in accordance with the Contract and its appendices. The Payment Order must contain all the required essentials. The Payment Order must be comprehensible, complete and legible. Deletions, erasures or overwriting are not allowed.
- 12.3 You are responsible for the completeness, accuracy and correctness of the data you provide in the Payment Order. You are especially responsible for the completeness, accuracy and correctness of data that would cause the payment to be incorrectly routed. If the Payment Order does not meet the requirements according to these Business Terms and Conditions, J&T Banka will not be liable for any damage resulting from J&T Banka's failure to execute the Payment Order.
- 12.4 You cannot submit Payment Orders to J&T Banka through the Tied Agent or the Intermediary.
- 12.5 You can submit a Payment Order to J&T Banka in one of the following ways:
- 12.5.1 In person at the Point of Sale; or
- 12.5.2 Through Internet Banking; or
- 12.5.3 Through Telephone Banking; or
- 12.5.4 Through a provider of the Indirect Submission of Payment Order; or
- 12.5.5 In another agreed manner.
- 12.6 You can submit 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 a provider of the Indirect Submission of Payment Order.
- 12.7 J&T Banka accepts a written Payment Order submitted in person at the Point of Sale on its form, which contains all the requirements. You must sign the Payment Order form. Your signature on the Payment Order must match your signature on the Signature Pattern.
- 12.8 You must submit an electronic Payment Order through Internet Banking, using the Security Features agreed for this method of communication with J&T Banka. A Payment Order submitted through Internet Banking is authorised by entering the generated Authorisation Code or by entering a password used for logging in to Internet Banking.
- 12.9 You must submit Telephone Payment Orders through Telephone Banking, using the Security Features agreed with J&T Banka.

- 12.10 If you so request, J&T Banka will confirm that it has accepted the Payment Order.
- 12.11 You may change or cancel the Payment Order in a manner specified for the Payment Order submission. You may change or cancel the Payment Order only until the end of the Hours of Operation of the Business Day preceding the day on which the Payment Order is due.
- 12.12 You cannot change or cancel Payment Orders for outgoing instant payments.
- 12.13 If you so request, J&T Banka will inform you of:
- 12.13.1 The maximum time limit for the execution of the Payment Order; and
- 12.13.2 The fee you will pay to J&T Banka for the execution of the Payment Order. If J&T Banka's fee consists of several separate items, J&T Banka will also inform you of these items; and
- 12.13.3 Existing permanent standing orders; and of
- 12.13.4 Existing debiting.
13. Indirect Submission of Payment Order
- 13.1 If requested by a provider of the Indirect Submission of Payment Order service, J&T Banka will accept and execute a Payment Order that you submitted through the Internet using this provider.
- 13.2 J&T Banka accepts an indirectly submitted Payment Order only if:
- 13.2.1 The Current Account to which the Payment Order relates is accessible through Internet Banking, and if
- 13.2.2 You have agreed to J&T Banka's execution of an indirectly submitted Payment Order, and if
- 13.2.3 The provider duly confirms its identity.
- 13.3 The Authorised Account User of your Current Account may give consent to the execution of an indirectly submitted Payment Order only if you have authorised him/her to do so.
- 13.4 You give consent to the execution of an indirectly submitted Payment Order to J&T Banka through the provider of the Indirect Submission of Payment Order service. You confirm your identity by entering the Internet Banking Security Features on the Authentication Page.
- 13.5 The Payment Order submitted by means of the Indirect Submission of Payment Order cannot be changed or cancelled.
- 13.6 The maximum volume of funds that you can dispose of through the provider of the Indirect Submission of Payment Order 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. J&T Banka may restrict unilaterally the maximum level of the Payment Limit.
- 13.7 You cannot use multiple consent (multiple signatures) for Payment Orders submitted by means of the Indirect Submission of Payment Order.
14. Rejection of Payment Order
- 14.1 J&T Banka may refuse to satisfy the Payment Order, especially if:
- 14.1.1 The Payment Order cannot be satisfied for objective reasons, e.g. the Payment Order was not delivered to J&T Banka within the time allowed for its execution; and if
- 14.1.2 The Payment Order contains incorrect or incomplete data; and if
- 14.1.3 The Payment Order is vague or incomprehensible; and if
- 14.1.4 J&T Banka suspects that the Payment Order has been submitted by a person who is not authorised to do so; and if
- 14.1.5 It constitutes a fraudulent use of Internet Banking or your Security Features; and if
- 14.1.6 The Payment Order is not in accordance with the internal regulations of J&T Banka or legal regulations or if it could result in the violation of legal regulations; and if
- 14.1.7 The Payment Order is in violation of the Contract or the Business Terms and Conditions; and if
- 14.1.8 The Payment Order is in conflict with J&T Banka's obligations to third parties or with the conditions for third-party payments through which J&T Banka provides foreign payments, published by J&T Banka on the Website; and if
- 14.1.9 The Payment Order is in violation of agreements that J&T Banka has made with its correspondent banks. E.g., J&T Banka is entitled to reject 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 reject are determined by an agreement with the correspondent bank; and
- 14.1.10 In other cases specified in the Contract or the Business Terms and Conditions.
- 14.2 If J&T Banka refuses to satisfy the Payment Order, you will be notified without undue delay by e-mail to an 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 800 707 606 (from abroad +420 221 710 706).
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 made via a Payment Order for outgoing payment.
- 15.3 The Payment Order for an 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 receipt of such payment.
- 15.4 A Payment Order for an 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 receipt of such payment.
- 15.5 Incoming payments in CZK where this method of payment has been agreed between the Payer and his/her bank and outgoing payments in CZK where this method of payment has been agreed between the Payer and J&T Banka are executed by a Direct Debit Payment Order.
- 15.6 Recurring outgoing payments to the same Beneficiary due on a certain date or regular outgoing payments at a certain amount are executed by a Standing Payment Order.
- 15.7 Recurring incoming payments in CZK where this method of payment has been agreed between the Payer and his/her bank are executed by a permanent Direct Debit Payment Order.
- 15.8 The Payment Order must be submitted to J&T Banka within the specified time limits. The day and time of submission of the Payment Order to J&T Banka and the form of submission of the Payment Order to J&T Banka are decisive in determining the time limits.
- 15.9 J&T Banka will execute only authorised Payment Orders where all the conditions for the acceptance of the Payment Order have been met.
- 15.10 J&T Banka will execute the Payment Order only if there is sufficient cash in your Current Account, including funds to pay fees, by the next Business Day after the Payment Order became due.
- 15.11 J&T Banka will execute the Payment Order for an outgoing instant payment only if there is sufficient cash in your Current Account, including funds to pay fees, at the moment of receiving such Payment Order.
- 15.12 An unauthorised payment transaction or an incorrectly executed payment transaction must be notified to J&T Banka without undue delay, but no later than thirteen (13) months after the date on which the money was debited from your Current Account.
- 15.13 J&T Banka will refund to you funds transferred in an unauthorised payment transaction or incorrectly executed payment transaction, including the fee paid and the interest lost, immediately after it has learnt of this fact and verified the eligibility of your request and no later than by the end of the next Business Day.
16. Domestic Non-cash Payment Transaction
- 16.1 The mandatory requirements of the Outgoing Payment Order are the following:
- 16.1.1 The Payer's bank account - account number, i.e. a unique identifier of the Payer; and
- 16.1.2 The Beneficiary's bank account - account number and payment code (bank identification code), i.e. a unique identifier of the Beneficiary; and
- 16.1.3 The amount of the outgoing payment, including decimal places; and
- 16.1.4 The currency - CZK, if not specified, the outgoing payment is deemed to be in CZK.
- 16.2 An outgoing urgent payment has to be marked as such in a suitable way, e.g. using the words "urgent", "express" or "priority".
- 16.3 The mandatory requirements of the Standing Payment Order and the Standing Direct Debit Payment Order are as follows:
- 16.3.1 The frequency of payment; and
- 16.3.2 The due date of the first payment; and
- 16.3.3 The due date of the last payment or until revoked.
- 16.4 The mandatory requirements of the Direct Debit Payment Order are as follows:
- 16.4.1 The Payer's bank account - account number, i.e. a unique identifier of the Payer; and

- 16.4.2 The Beneficiary's bank account - account number and payment code (bank identification code), i.e. a unique identifier of the Beneficiary; and
- 16.4.3 The limit, i.e. the sum of expected amounts in CZK (J&T Banka is entitled to restrict the maximum limit); and
- 16.4.4 The period to which the limit relates; and
- 16.4.5 The beginning of the validity of mandate; and
- 16.4.6 The end of validity of mandate or until revoked.
- 16.5 You can specify additional payment details for the Payment Order:
- 16.5.1 Due date; and
- 16.5.2 Variable symbol; and
- 16.5.3 Constant symbol; and
- 16.5.4 Specific symbol; and
- 16.5.5 Purpose of payment - information for the Payer/Beneficiary; and
- 16.5.6 Additional information.
- 16.6 In the case of an outgoing instant payment, the due date is not specified.
- 16.7 The variable and the specific symbol is a number of up to ten digits without hyphens or slashes.
- 16.8 The constant symbol is a number of up to four digits without hyphens or slashes; it must not be 5, 6, 51, 1178, 2178 or 3178. If you enter any of these values, J&T Banka will execute the Payment Order without the constant symbol specification.
- 16.9 If you submit a Payment Order for an outgoing urgent payment by 10:00 am of a Business Day, J&T Banka will transfer the amount of the outgoing payment to the Beneficiary's bank account on the same day that this amount is debited from your Current Account. Outgoing urgent payments must be agreed with J&T Banka.
- 16.10 J&T Banka will credit funds to your Current Account as soon as possible after having received them.
- 16.11 If the Payer's bank requests the refund of an authorised direct debit transaction in CZK executed in the Czech Republic, J&T Banka has the right to debit the payment amount from your Current Account and return it to the Payer's bank.
- 16.12 You have the right to request the refund of the amount collected on the basis of direct debit within eight (8) weeks of the day on which the amount was debited from your Current Account. You have the right to request such refund if
- 16.12.1 At the time of authorisation, the exact amount of the outgoing payment was not specified; and if;
- 16.12.2 The amount of the outgoing payment exceeds the limit set by you, i.e. the sum of the expected amounts in CZK for the selected period; and if
- 16.12.3 With the request for the refund of the amount collected on the basis of direct debit, you provide J&T Banka with information and documents proving that the conditions for the refund of the debited amount have been met.
- 16.13 If your request for a refund of the amount collected on the basis of direct debit is justified, the debited amount, including the fee paid and lost interest, will be refunded to you by J&T Banka within ten (10) Business Days of the date of receipt of your request and the relevant documents. If your request is not justified, J&T Banka will reject it. If J&T Banka rejects the request, it will provide you with the reasons for the rejection and it will inform you about the method of an out-of-court settlement of disputes between you and J&T Banka and about the possibility of submitting a complaint to the supervisory authority.
- 16.14 If a bank or a savings and loan cooperative in the Czech Republic has not cleared a payment transaction in CZK or has not used a bank connection in accordance with the client's instruction and caused an incorrect execution of the payment transaction, the bank that maintains the account of the unauthorised Beneficiary is obliged on the initiative of the bank or the savings and credit cooperative that caused the incorrect clearing to debit the incorrectly cleared amount from that account and to release it to the bank or credit cooperative that caused the incorrect execution of the payment transaction, so that the incorrectly executed payment transaction is rectified in accordance with the Act on Payment Transactions. Further, the bank is authorised to return the account of the unauthorised Beneficiary to the condition in which it would have been if the payment transaction had not been incorrectly executed. The complaint may be submitted within three (3) months of the day of the error that resulted in the incorrect execution of the payment transaction.
17. Foreign Non-Cash Payment Transaction
- 17.1 J&T Banka provides only non-documentary payment transactions; documentary payment transactions are not provided.
- 17.2 You can make foreign outgoing payments and domestic payments in foreign currency from your Current Account kept in CZK or foreign currency. J&T Banka will credit foreign incoming payments to your Current Account after their 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. The exchange rates can be found in the Exchange Rates applicable at the time of payment. The rate can be determined individually upon agreement.
- 17.3 Unless otherwise agreed, J&T Banka is not liable for any losses incurred to you during foreign payments due to exchange rate fluctuations.
- 17.4 In the case of a foreign incoming payment, J&T Banka will credit funds to your Current Account only if it receives along with the funds all the related documentation. If the Payment Order from abroad is not properly completed, J&T Banka may credit the incoming payment only after the information has been specified. J&T Banka is not liable for any damage caused by incorrect instructions.
- 17.5 The payment codes of charges for outgoing foreign payments and outgoing domestic payments in foreign currency are as follows:
- 17.5.1 BEN – The Payer does not pay any charges. The Beneficiary pays the charges of the Beneficiary's bank. The Beneficiary's bank receives the payment reduced by the J&T Banka's charge and any additional charges of intermediary banks;
- 17.5.2 SHA – The Payer pays J&T Banka's charges and the Beneficiary pays the charges of the Beneficiary's bank. The Beneficiary's bank receives the payment reduced by any additional charges of intermediary banks;
- 17.5.3 OUR – The Payer pays J&T Banka's charges, the charges of the Beneficiary's bank and any additional charges of intermediary banks. The Beneficiary does not pay any charges and receives the full amount of the payment. OUR charges may be debited with a delay at the request of the intermediary banks.
- 17.6 The payment codes of charges for incoming payments from abroad and incoming domestic payments in foreign currency are as follows:
- 17.6.1 BEN – The Beneficiary pays the charges of J&T Banka. The Beneficiary receives the payment reduced by the charges of the Payer's bank and by any additional charges of intermediary banks. The Payer does not pay any charges;
- 17.6.2 SHA – The Beneficiary pays the charges of J&T Banka. The Beneficiary receives the payment reduced by any additional charges of intermediary banks;
- 17.6.3 OUR – The Payer does not pay any charges. The Beneficiary receives the full amount of the payment. The Payer pays the charges of J&T Banka, the charges of his/her bank and any additional charges of intermediary banks.
- 17.7 For outgoing payments to EU/EEA Member States in currencies of EU/EEA Member States, you may only give the SHA charge code. If you enter a different charge code, J&T Banka may change it to the SHA charge code. If you do not choose any of the charge codes, J&T Banka will apply the SHA charge code.
- 17.8 In the case of the OUR charge for payment in favour 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 does not have to inform you of the exact amount of fees that will be additionally collected. An 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 reduced by the Payer's bank or intermediary banks.
- 17.9 Before executing an outgoing payment, J&T Banka may require documents from you showing the purpose of the outgoing payment, or an affirmation stating the purpose of the outgoing payment and the reason for not submitting documents that show 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 an affirmation stating the purpose of the incoming payment.
- 17.10 For outgoing foreign payments and outgoing domestic payments in foreign currency, J&T Banka may, at its discretion, determine the method of executing the outgoing payment.
- 17.11 The mandatory elements of the Payment Order for an outgoing foreign payment and outgoing domestic payment in foreign currency are as following:
- 17.11.1 The account number, name and address of the Payer; i.e. the unique identifier of the Payer; and
- 17.11.2 The account number, name and address of the Beneficiary, i.e. the unique identifier of the Beneficiary (for Outgoing Cross-Border Payments, you must enter the Beneficiary's account number in the IBAN format); and
- 17.11.3 BIC or the name and address of the Beneficiary's bank, where the Beneficiary's account is maintained (you do not need to enter this information for outbound cross-border); and

- 17.11.4 The currency of the outgoing payment - ISO currency code according to the Exchange Rates; and
- 17.11.5 The amount of the outgoing payment, including decimal places; and
- 17.11.6 The purpose of the outgoing payment – information in English for the Beneficiary; and
- 17.11.7 The charge code, i.e. OUR or SHA or BEN (which party pays the fees of the Payer's bank/or the intermediary bank); and
- 17.11.8 The maturity date (if not provided, the date of acceptance of the Payment Order is considered the maturity date); and
- 17.11.9 The contractual rate, including the control number, if agreed.
- 17.12 J&T Banka will credit the incoming payments to the Beneficiary if:
- 17.12.1 The incoming payment is credited to the correspondent bank; and
- 17.12.2 J&T Banka receives a payment instruction via SWIFT from the ordering bank.
18. Outgoing SEPA Payments, Incoming SEPA Payments and SEPA Debits
- 18.1 An outgoing SEPA payment or an incoming SEPA payment is an outgoing non-urgent cashless payment or incoming payment in EUR within SEPA countries, where:
- 18.1.1 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 Credit Transfer Scheme; and where
- 18.1.2 The account numbers of the Payer and Beneficiary are specified in the IBAN format; and where
- 18.1.3 The charge instruction is always SHA, and in your communication with J&T Banka in xml format, the charge instruction is SLEV.
- 18.2 An outgoing SEPA instant payment or an incoming SEPA instant payment are outgoing or incoming non-cash payments 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 The charge instruction is always SHA, and in your communication with J&T Banka in xml format, the charge instruction is SLEV.
- 18.3 The 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 executed as an outgoing SEPA standard payment.
- 18.5 In the case of an outgoing SEPA instant payment, the due date is not specified.
- 18.6 SEPA direct debit is a non-urgent cashless payment in EUR within the SEPA countries on the basis of your Mandate for SEPA debiting that you have provided to the Collector in advance, where:
- 18.6.1 J&T Banka and your partner's bank are SEPA Direct Debit Scheme participants; and where
- 18.6.2 The account numbers of the Payer and the Beneficiary/Collector are specified in the IBAN format; and where
- 18.6.3 The bank codes of the Beneficiary/Collector and the Payer are specified in the BIC form; and where
- 18.6.4 The charge instruction is always SHA.
- 18.7 The mandatory elements of consent to SEPA direct debit are:
- 18.7.1 CID – identifier of the Beneficiary; and
- 18.7.2 UMR – a unique mandate reference assigned by the Beneficiary of direct debit to the Payer; and
- 18.7.3 The number of the Payer's account in IBAN format; and
- 18.7.4 The name of the Payer; and
- 18.7.5 The period of collection – one-off debit (OOFF) or recurrent collection (RCUR); and
- 18.7.6 SDD Core; and further
- 18.7.7 The date of issuance of the Mandate for SEPA direct debit.
- 18.8 The optional elements of consent to the SEPA direct debit are:
- 18.8.1 The name of the Beneficiary; or
- 18.8.2 The address of the Beneficiary; or
- 18.8.3 The limit of the individual outgoing payment; if not specified, it is considered unlimited; or
- 18.8.4 The frequency of the outgoing payments over a given period; if not specified, it is considered unlimited; and/or
- 18.8.5 The validity of consent to the SEPA direct debit; if not specified, it is considered unlimited.
- 18.9 J&T Banka provides only SDD Core and only for the Payer of the SEPA direct debit.
- 18.10 J&T Banka automatically rejects any direct debits charged to the Payer. J&T Banka executes the SEPA direct debit only if you deliver consent to the SEPA direct debit to J&T Banka at least one (1) Business Day prior to the first call.
- 18.11 If there are insufficient funds in your account one (1) Business Day before the due day of the SEPA direct debit to cover the SEPA direct debit, J&T Banka will not execute this SEPA direct debit and will reject it.
- 18.12 In the case of authorised SDD Core, you as the Payer of the SEPA direct debit are entitled to an immediate refund without stating a reason within eight (8) weeks of the debiting of the payment, simultaneously credited to the Beneficiary of the SEPA direct debit, from your account.
- 18.13 In the case of unauthorised SDD Core, you as the Payer of the SEPA direct debit are entitled to a refund in the claims and complaints procedure with stating a reason within thirteen (13) weeks of the debiting of the payment, simultaneously credited to the Beneficiary of the SEPA direct debit, from your account. J&T Banka is not responsible for any damage incurred to you in relation to the Beneficiary of the direct debit/Collector.
- 18.14 You as the Payer may request without stating a reason that J&T Banka cancel/reject the pending SEPA direct debit no later than one (1) Business Day before the SEPA direct debit is due.
- 18.15 The Mandate for SEPA direct debit expires thirty-six (36) months from the last SEPA direct debit.
- 18.16 An outgoing urgent payment in EUR is a payment through the TARGET2 system. An outgoing urgent payment in EUR will be executed provided the intermediate bank of the Beneficiary is a TARGET2 member. The outgoing payment will be executed immediately if terms such as "urgent", "express", "priority" are indicated in the Payment Order. This payment does not constitute 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. Time Limits in Payment Transaction
- 19.1 Time limits for the execution of Payment Orders can be found in Appendix No. 1 to the Business Terms and Conditions.
- 19.2 A duly submitted Payment Order will be processed and executed by J&T Banka without delay.
- 19.3 If the Payment Order is received by J&T Banka on a day which is not a Business Day, it will be executed on the nearest Business Day. J&T Banka will execute the Payment Order on the nearest Business Day provided the Payment Order does not indicate otherwise and provided this is possible with regard to the Hours of Operation. This does not apply in the case of outgoing instant payment.
- 19.4 A moment near the end of the Business Day means 3:00 pm on the Business Day. If you submit the Payment Order to J&T Banka at or after this time, J&T Banka may determine the next Business Day as the moment of receipt of the Payment Order and, further, J&T Banka may execute such Payment Order on this next Business Day. J&T Banka also has this right according to the previous sentence if you specify in a Payment Order submitted to J&T Banka after 3 pm the day on which you submitted the Payment Order to J&T Banka as the maturity date. In such a case, J&T Banka may also execute the Payment Order on a 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 of the Payment Order, the above specified time limits do not apply.
- 19.6 J&T Banka is not responsible for time limits or the processing method of 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.
20. Cash Payment Transaction
- 20.1 J&T Banka executes cash transactions on the basis of Payment Orders. Deposits and withdrawals of cash at J&T Banka are carried out in CZK and foreign currencies according to the Exchange Rates.
- 20.2 J&T Banka may set a maximum and minimum limit for Cash Transactions and for submitting notifications of a planned Cash Transaction. The maximum and minimum limit for Cash Transactions and for submitting notifications of the planned Cash Transaction are available at Points of Sale.

- 20.3 If you fail to perform an announced Cash Transaction, you will pay J&T Bank a fee for not having performed the Cash Transaction, in accordance with the Price List.
- 20.4 In case of a deposit or withdrawal in a currency other than the currency of the Current Account, J&T Bank will apply the valid exchange rate according to the Exchange Rates. In case of a cash deposit, J&T Bank will use the foreign exchange rate – purchase. In the case of cash withdrawals, J&T Bank will use the foreign exchange rate – sale. J&T Bank may charge you fees for the conversion of currencies in accordance with the Price List.
- 20.5 If you present funds to J&T Bank with respect to which there are doubts about their authenticity (e.g. altered money), J&T Bank has the right to detain these funds and inform investigative, prosecuting and adjudicating bodies of this fact.
- 20.6 J&T Bank will pay cash from the Current Account only to you, the Representative or a person who is specified as the cash beneficiary on the payment instruction, unless otherwise stated.
- 20.7 You consent to the executed Cash Transaction by your signature. After your signing, it is no longer possible to file a complaint regarding the transaction.
- 20.8 In the rare case of an insufficient available volume of the required currency, J&T Bank may, after agreement with you, pay you the required amount in another currency. In such a case, you do not pay a conversion fee.
- 20.9 J&T Bank is entitled to stipulate that you may execute Cash Transactions only with the prior consent of J&T Bank. J&T Bank may refuse to execute a Cash Transaction without stating any reason.
21. Payment Account Information
- 21.1 If a provider of Payment Account Information so requests, J&T Bank will disclose information to the provider about your Current Account to the extent available to you in Internet Banking with respect to this Current Account. In particular, J&T Bank will disclose the available balance in the Current Account and an overview of payment transactions in the Current Account to the provider.
- 21.2 J&T Bank will provide information about your Current Account to the provider only if:
- 21.2.1 The Current Account to which the request relates is accessible through Internet Banking, and if
- 21.2.2 You have given J&T Bank 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 Authorised User of your Current Account may give consent to the provision of such information to the provider of Payment Account Information only if you have authorised him/her to do so.
- 21.4 You give J&T Bank consent to provide this information through the provider of Payment Account Information. You verify your identity by entering the Internet Banking Security Features on the Authentication Page.
- 21.5 J&T Bank has the right to ask you to give repeated consent to 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 at 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 in relation to only selected Current Accounts available in Internet Banking.
22. Confirmation of Funds Balance at Request of Another Provider Issuing Payment Card
- 22.1 If so requested by another provider issuing a Payment Card, J&T Bank will provide this provider with information on whether the Current Account balance covers the amount of the card payment transaction executed by the provider requesting the balance information.
- 22.2 J&T Bank will provide information on whether the available balance in the Current Account covers the amount of the card payment transaction executed by another provider to the provider if:
- 22.2.1 The Current Account to which the request relates is accessible through Internet Banking, and if
- 22.2.2 You have previously granted consent to J&T Bank to provide this information to this provider, and if
- 22.2.3 This provider duly verifies its identity.
- 22.3 The Authorised User of your Current Account may give consent to the provision of this information to a provider issuing a payment card only if you have authorised him/her to do so.
- 22.4 You grant J&T Bank consent to providing information on whether the available balance in the Current Account covers the amount of the card payment transaction executed by another provider through Internet Banking, Telephone Banking, the Tied Agent, the Intermediary or at Points of Sale.
- 22.5 You may revoke consent to the provision of information on whether the available balance in the Current Account covers the amount of the card payment transaction executed by another provider through Internet Banking, Telephone Banking, the Tied Agent, the Intermediary or at Points of Sale.
- 22.6 Upon request, J&T Bank will disclose to you the names of the providers to whom J&T Bank has provided information on whether your available balance in the Current Account covers the amount of the card payment transaction executed by the provider requesting the balance information, and it will inform you about the content of this information.
- V. SECTION – PAYMENT CARDS
23. Provision of Payment Card
- 23.1 J&T Bank will provide a Payment Card and the Payment Card PIN to you or a Cardholder designated by you on the basis of the relevant Application for a Banking Product.
- 23.2 J&T Bank will provide a Payment Card for a minor Client only if the minor has reached the age of eight (8) years. J&T Bank will provide a Payment Card linked to an account kept for a minor Client only to this minor Client.
- 23.3 The Payment Card is valid for three (3) years. The last day of the month marked on the Payment Card is the expiration day.
- 23.4 You can choose Transaction Limits for Card Transactions; otherwise, this limit is set at CZK 75,000 per day. J&T Bank may unilaterally change the Transaction Limits.
- 23.5 The Credit Line will be determined by J&T Bank. J&T Bank 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 it, using a conventional writing instrument that cannot be removed from the signature strip.
- 23.7 You can make Card Transactions immediately after receiving your Payment Card and after signing it on the signature strip.
- 23.8 J&T Bank may, in accordance with the applicable offer, provide additional services with the Payment Card. The validity of the agreed additional service is automatically extended for a following period. If you no longer wish to receive additional services, you must notify J&T Bank at least three (3) Business Days before the following period. The agreed additional service expires with the expiration of the Payment Card, at the latest.
- 23.9 If you do not accept the Payment Card within five (5) months of the date of issue, J&T Bank 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 additional services.
- 23.10 J&T Bank is the issuer of the Payment Card. J&T Bank may, without giving any reason, request that you return the Payment Card. You are responsible for returning all Payment Cards provided for your Account by J&T Bank. If you fail to return the Payment Card, J&T Bank 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 Bank will automatically provide you with a new Payment Card according to the available offer. You may reject the automatic provision of a new Payment Card no later than forty-five (45) days prior to the expiration of the Payment Card.
24. Use of Payment Card
- 24.1 The Cardholder confirms a card transaction by entering the Payment Card PIN or by signing a sales receipt. Card Transactions 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 by entering the Payment Card ePIN and 3D Secure Code sent to the Cardholder's mobile phone. You do not need to enter your Payment Card's PIN for selected transactions using PayPass technology.
- 24.2 J&T Bank may block the Payment Card after repeated incorrect entry of the Payment Card PIN, ePIN or 3D Secure Code.
- 24.3 J&T Bank may allow the use of the Payment Card in the Internet environment only with the Cardholder's verification through the Payment Card ePIN and 3D Secure Code.
- 24.4 J&T Bank may unilaterally change for security reasons the amount of the Transaction Limit for Internet Payment Card transactions in the case of a Payment Card without the activated Payment Card ePIN and 3D Secure Service.
- 24.5 If a Card Transaction requires a signature, this signature must match the Cardholder's signature on the signature strip of the Payment Card. If the Merchant determines that such signature does not match the Cardholder's signature on the signature strip, the Merchant may verify the Cardholder's identity or reject the Card Transaction.

- 24.6 Card Transactions may only be performed up to the Transaction Limits. The volume of all Card Transactions may not exceed the available balance in your Account. You are responsible for any damage caused by exceeding the available balance.
- 24.7 With the Payment Charge Card, it is possible to use funds up to the Credit Line. If the Credit Line is exceeded, J&T Banka has the right to Block the Payment Charge Card. Card Transactions may only be performed up to the Transaction Limit, and the volume of all Card Transactions may not exceed the available and unused balance of the Credit Line. You are responsible for any damage incurred to J&T Banka by the violation of the previous sentence.
- 24.8 If the Transaction Limit or the Credit Limit were exceeded or your Account overdrawn by the Card Transaction, J&T Banka may refuse to authorise such Card Transaction.
- 24.9 In relation to a Card Transaction the amount of which is not known at the time when the Cardholder consents to this Card Transaction, J&T Banka will block funds in the Account only with the Cardholder's consent. The Cardholder's consent must be given with respect to a specific amount. Immediately after J&T Banka learns the exact amount of the related Card Transaction, J&T Banka will cancel the blocking.
- 24.10 Card Transactions may only be performed by the Cardholder. Card Transactions may be executed by the Cardholder only with third parties that can accept Payment Cards. You are responsible for any violation of this obligation.
- 24.11 Temporary changes related to the Payment Card (change in Transaction Limit, Activation/Deactivation of Payments on the Internet) are valid for a maximum of thirty (30) days.
- 24.12 The Cardholder cannot perform Card Transactions after the expiry date of the Payment Card.
25. Card Transaction Clearing
- 25.1 J&T Banka will debit Card Transactions from your Account on the date of receiving a notice of obligation. J&T Banka debits Card Transactions performed in the Account currency to the Account at the nominal value. Card Transactions performed in CZK, EUR, USD, GBP, CHF, RUB (where the currency of the Card Transaction is different from the currency of the Account) will be converted and debited from the Account according to the Exchange Rates valid at the time of clearing. Card Transactions performed in other currencies (where the currency of the Card Transaction is different from the currency of the Account) will be converted by J&T Banka into EUR according to the Mastercard Europe exchange rate and debited from the Account according to the Exchange Rates valid at the time of clearing. For clearing purposes, J&T Banka will apply the foreign exchange rate – sale or the foreign exchange rate – purchase, according to the performed Card Transaction and the Card Currency.
- 25.2 At the Cardholder's request, the ATM or Merchant will issue a receipt confirming the performed Card Transaction. The Cardholder may use the confirmation of the Card Transaction to check against the Statement for a given period and to make a complaint if needed.
- 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. J&T Banka will send a Card Transaction notification 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.
- 25.5 Information on executed Card Transactions and any 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.
- 25.6 If you fail to pay the Monthly Payment by the specified due date or if you pay it only partially, J&T Banka has the right to charge interest on late payment on the outstanding part of the Monthly Payment according to the Price List. In addition, J&T Banka has the right to Block the Payment Charge Card linked to the Credit Line. The blocking does not terminate your obligation to pay the Monthly Payment, including any interest on late payment.
- 25.7 In the case of an authorised Card Transaction initiated by the Beneficiary, you may request a refund within eight (8) weeks from the date on which the funds were debited from your Account. You may request the refund of this amount if the exact amount of the Card Transaction was not specified at the time of the Authorisation and if the amount exceeds an amount that you could reasonably expect in consideration of all circumstances. Along with the request for refund of the amount of the authorised 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.
- 25.8 If your request for the refund of an authorised Card Transaction executed on the Beneficiary's initiative is justified, the amount of the Card Transaction, including the fee paid and lost interest, will be refunded to you by J&T Banka within ten (10) Business Days of receipt of your request and all relevant documents. If your request for the refund of an authorised Card Transaction executed on the Beneficiary's initiative is not justified, J&T Banka will reject your request. Along with the information on rejection, J&T Banka will provide you with the reasons for rejection, the means of an out-of-court settlement of a dispute between you and J&T Banka and the possibility of submitting a complaint to the supervisory authority.
- 25.9 When Payment Card Transactions performed abroad are cleared, a foreign exchange difference may arise between the day of execution of the Card Transaction and the clearing date of the Card Transaction or as a result of the conversion of the Card Transaction into the clearing currency and subsequently into the Account currency. When Payment Card Transactions performed abroad are cleared, you cannot make a complaint about the amounts resulting from the exchange difference.
- 25.10 If another bank or Merchant executes a credit Card Transaction in addition to an already executed debit Card Transaction, J&T Banka is not responsible for any exchange rate difference in the amount of the converted sums resulting from the time difference between the registration of the debit Card Transaction and the credit Card Transaction.
26. Security Instructions for Payment Card
- 26.1 Failure to observe the following security instructions constitutes gross negligence pursuant to the Act on Payment Transactions. Failure to observe the following instructions constitutes a gross breach of the Contract. J&T Banka is not responsible for any damage caused by a gross breach of the Contract until the moment when the loss or theft of the Payment Card or damage to the Payment Card or the threat of misuse of the Payment Card has been reported.
- 26.2 It is the responsibility of the Cardholder to keep the Payment Card safe. The Cardholder must keep the Payment Card in a safe place and protect it from loss, theft, misuse and direct magnetic field or mechanical and heat damage.
- 26.3 The Cardholder must carefully protect the PIN of the Payment Card from disclosure. The Cardholder must not share the Payment Card PIN with another person. The Cardholder must not store PIN with the Payment Card or write it on the Payment Card or on any document or recordable media stored near the Payment Card, etc.
- 26.4 The Cardholder must periodically check the possession of the Payment Card and take such security measures so as to prevent the loss or theft of the Payment Card or the data contained therein or damage thereto.
- 26.5 The use of the Payment Card by a person other than the Cardholder constitutes a gross violation of the Contract.
- 26.6 You must immediately report the loss or theft of the Payment Card or damage thereto or the threat of misuse of the Payment Card to J&T Banka. The loss, theft, misuse or unauthorised use of the Payment Card by another person must be reported to J&T Banka immediately at 800 226 558 (from abroad +420 221 710 257). The reporting person must give the Payment Card number or any other information according to which J&T Banka may identify the Payment Card.
- 26.7 You may request a written confirmation of the report within eighteen (18) months after reporting the loss or theft of the Payment Card or damage thereto or the threat of misuse of the Payment Card.
- 26.8 In the event of the loss or theft of the Payment Card, you will bear losses from unauthorised Card Transactions until the moment of reporting the loss or theft of the Payment Card to J&T Banka pursuant to these Business Terms and Conditions. You will bear such losses up to a total amount of EUR 50. Any damage exceeding EUR 50 will be covered by J&T Banka. If you have been grossly negligent or have acted fraudulently, you are fully responsible for any damage.
- 26.9 In the event of the loss or theft of the Payment Card, J&T Banka will bear any losses from unauthorised Card Transactions from the moment you report the loss or theft to J&T Banka according to these Business Terms and Conditions. J&T Banka will fully bear such losses.
- 26.10 You may request that J&T Banka block any Payment Card provided with your Account. The Cardholder may request the Blocking of only such Payment Card that he/she is authorised to use.

- 26.11 You may request that J&T Banka cancel the Blocking of any Payment Card provided with your Account unless such Blocking has been performed at J&T Banka's instruction. The Cardholder may request the cancellation of the Blocking of the Payment Card provided in his/her name unless such Blocking has been performed at your request or J&T Banka's instruction.
- 26.12 To unblock your Payment Card, please contact your Private Banker or call 800 707 606 (from abroad +420 221 710 706).
- 26.13 J&T Banka may temporarily or permanently limit the validity of the Payment Card for security reasons, particularly if it suspects unauthorised or fraudulent use. J&T Banka must inform the Cardholder of such limitation beforehand. If this is not possible, it must do so without undue delay after limiting the validity. J&T Banka must notify the Cardholder of such limiting to the 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 if it is in violation of legal regulations, this obligation of J&T Banka will not apply. J&T Banka is not responsible for any damage 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 will cancel the limitation immediately or issue immediately a new Payment Card to the Cardholder.
- 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 damage incurred by such breach. You bear this responsibility until the moment you report the loss or theft of your Payment Card to J&T Banka.

VI. SECTION – BANK STORAGE

27. Safety Deposit Boxes
- 27.1 A Safety Deposit Box will be rented 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 A fee is paid for the rental of the Safety Deposit Box according to the Price List. The fee is payable in advance for a period from the beginning of the rental of the Safety Deposit Box to the end of the rental; if rental is negotiated for an indefinite period, for a period until the end of the calendar year.
- 27.3 If the Safety Deposit Box is rented for an indefinite period during a calendar year, then in the first year of rental, the fee per calendar month is 1/12 of the annual fee rate, including the month in which the rental of the Safety Deposit Box began. You will pay each subsequent annual fee by 31 January of the given calendar year, in the amount specified in the Price List applicable as at 1 January of the year in question.
- 27.4 The fee is charged to the Account. By entering into the 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 maintain an Account for you, you will pay the fee on the first day of rental, either in cash or by cashless transfer in favour of J&T Banka to the account No. 0002009375/5800. To identify your payment, enter your birth registration number or company ID as the variable symbol and "yyyynnnn" as the specific symbol, where "yyyy" is the year to which the fee applies and "nnnn" is the number of the Safety Deposit Box.
- 27.5 If you damage the key or the Safety Deposit Box or lose the key, or if the Safety Deposit Box needs to be forcibly opened and subsequently the lock replaced, you will pay J&T Banka the costs of replacement of the Safety Deposit Box lock. You will pay such costs to J&T Banka within 14 (fourteen) days of an invoice.
- 27.6 You must not use the Safety Deposit Box to store weapons, ammunitions, explosive, inflammable and flammable or otherwise dangerous items, perishable items or items whose storage would be in breach of legal regulations or contrary to the general interest. Further, the Safety Deposit Box is not designed for storing items requiring special climatic conditions or the stability of magnetic field. You must not let a third party use the Safety Deposit Box.
- 27.7 You are responsible for the keys to the Safety Deposit Box provided to you. You and persons authorised by you must follow J&T Banka's instructions on the use of the Safety Box and the handling of the key.
- 27.8 You can authorise other people to have access to the Safety Deposit Box or to receive the keys to the Safety Deposit Box. You must grant the authorisation in writing. Authorised persons are fully subject to the provisions of these Business Terms and Conditions. Unless the context of the provisions implies otherwise, "you" mentioned in this article also means a person authorised by you. You are responsible for the actions of the authorised person.
- 27.9 You can 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 the Confirmation of Identity. J&T Banka will issue a visitor's card on your visit to the Safety Deposit Box, to be signed in accordance with the Signature Pattern.

- 27.10 Upon termination of the rental, you will hand over the Safety Deposit Box and keys to J&T Banka, in an intact state, consistent with normal wear and tear. When you vacate 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 will protect the Safety Deposit Box and its contents against theft or damage. Since 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 any damage caused thereby.
- 27.12 If J&T Banka has a reason to suspect that you are using the Safety Deposit Box to store items that you are not allowed to store there, J&T Banka is authorised 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 authorised to open forcibly the Safety Deposit Box even if you are not present, in accordance with these Business Terms and Conditions.
- 27.13 J&T Banka is responsible for enabling access to the Safety Deposit Box only to you and the persons authorised by you. J&T Banka will enable access to the Safety Deposit Box upon the Confirmation of Identity. If J&T Banka has any doubts during the Confirmation of Identity as to the identity of the visitor requesting access to the Safety Deposit Box, it has the right to refuse access to the Safety Deposit Box.
- 27.14 If J&T Banka has performed the Confirmation of Identity of the person requesting access to the Safety Deposit Box, it is not responsible for any damage caused by the unauthorised handling of the Safety Deposit Box. J&T Banka is not responsible for any damage caused by you or the person authorised by you; in particular, J&T Banka is not responsible for any damage resulting from the fact that you or the person authorised by you have not properly locked the Safety Deposit Box.
- 27.15 The valuables deposited in the Safety Deposit Box are insured under an insurance contract concluded between J&T Banka and a relevant insurance company. The policy is of the All- Risk property insurance type and it is taken out 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 it to be opened only when two locks are opened simultaneously. Only an employee authorised by J&T Banka can open one lock with one key (electronic key). The key to the second lock (mechanical key) is in your possession. J&T Banka guarantees that there are no other keys to the lock of your Safety Deposit Box than those handed over to you. You must not have additional keys made for the Safety Deposit Box.
- 27.17 If one or both keys get lost, you must report the loss to J&T Banka immediately. J&T Banka will subsequently, at your own expense, arrange a forced opening of the Safety Deposit Box by a professional, the changing of the lock and the making of a new key(s). The forced opening of the Safety Deposit Box by a professional is performed in your presence and, during the repair, you will have the contents of the Safety Deposit Box in your own safekeeping.
- 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 receiving an immediate notice or the last day of a fixed-term contract or a date we have agreed), J&T Banka has the right to force open the Safety Deposit Box. This forced opening of the Safety Box will be performed by J&T Banka before a committee in the presence of two authorised employees and an additional uninvolved person (e.g. notary, municipal office worker, police officer). J&T Banka will make a record of the forced opening and the contents of the Safety Deposit Box and then place the contents of the Safety Deposit Box in safekeeping. A copy of the record of the opening of the Safety Deposit Box will be sent to you by J&T Banka by registered mail to your Correspondence Address.

VII. SECTION – GOLD INGOTS

28. Purchase of Gold Ingot
- 28.1 You can buy a gold ingot from J&T Banka based on an Instruction submitted through a dedicated recorded phone line or as agreed in another manner.
- 28.2 The Instruction for purchase of gold ingot must contain:
- 28.2.1 Gold ingot weight; and
- 28.2.2 Gold ingot quantity; and
- ~~28.2.3 Gold ingot manufacturer; and~~
- ~~28.2.4 Gold ingot purity; and~~
- ~~28.2.5 Gold ingot purchase price; and~~
- ~~28.2.3~~ Your Current Account from which the purchase price of the gold ingot will be paid; ~~and.~~

28.2.4 Your potential request for the safekeeping of the gold ingot with J&T Banka.

28.3 The offer from J&T Banka must contain:

28.3.1 Gold ingot purity: and

28.3.2 Gold ingot manufacturer: and

28.3.3 Gold ingot price: and

28.3.4 Date of delivery of the gold ingot.

28.4 After mutual confirmation of the conditions of the transaction, the transaction is binding. J&T Banka will send/give you the confirmation of the transaction with all conditions of the transaction.

28.4.28.5 Unless agreed otherwise with J&T Banka, at the time of submitting the Instruction for the purchase of gold ingot, you need to have sufficient available funds in your Current Account from which the purchase price of the gold ingot will be paid. J&T Banka is entitled to transfer the purchase price of the gold ingot from your Current Account to its account at the time the gold ingot transaction is closed.

28.5.28.6 If after the closing of the gold ingot transaction there are insufficient available funds in your Current Account to pay the purchase price, you will reimburse J&T Banka any reasonable costs incurred to J&T Banka in connection with such unrealised transaction.

28.6.28.7 J&T Banka will hand over the gold ingot to you by a date agreed with you when the gold ingot transaction is arranged. ~~The gold ingot will be handed over~~ on the basis of a handover certificate.

28.7.28.8 You acquire the title to the gold ingot at the moment of payment of the purchase price.

29. Safekeeping of Gold Ingot

29.1 Unless agreed otherwise with J&T Banka during the purchase of the gold ingot, J&T Banka will place your gold ingot in safekeeping. The gold ingot will be placed into J&T Banka's safekeeping on the basis of a handover certificate.

29.2 A gold ingot safekeeping agreement ("the Bank Safekeeping Agreement") is made between you and J&T Banka upon the placement and receipt of the gold ingot in safekeeping with J&T Banka.

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

29.4 J&T Banka is responsible for damage caused to you by the loss or destruction of the gold ingot or damage to the gold ingot provided it could have prevented it 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 release the gold ingot to a 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 safekeeping of the gold ingot, according to the Price List. The fee is payable in advance upon the conclusion of the Bank Safekeeping 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 Safekeeping 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 Safekeeping Agreement was made.

29.8 The fee is paid 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 as stipulated by law.

29.10 To secure its rights arising from the Bank Safekeeping 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 Safekeeping Agreement terminates upon the release of the gold ingot from safekeeping. The gold ingot is released from safekeeping on the basis of a handover certificate.

VIII. SECTION – INVESTMENT SERVICES

30. Provision of Investment Services

30.1 In connection with the provision of Investment Services, J&T Banka performs the categorisation of clients in accordance with the Capital Market Undertakings Act by placing the clients in one of the following categories:

30.1.1 Non-professional customer; or

30.1.2 Professional customer; or

30.1.3 Eligible counterparty.

30.2 If you meet the conditions set out in the Capital Market Undertakings Act, you may request in writing that J&T Banka place you in the category of professional customer. If J&T Banka satisfies your request, it will

subsequently verify on a continuous basis and regularly assess whether you have not ceased to meet the set conditions. If you request the placement in the category of a non-professional customer, J&T Banka will satisfy the request. Clients of the individual categories are entitled to varying degrees of protection according to the level of their knowledge and experience in investing on financial markets. J&T Banka provides the highest degree of protection to non-professional customers, especially in the area of providing information to them, or, conversely, requesting information from them. J&T Banka is entitled to provide a lower degree of protection to professional customers compared to non-professional customers. J&T Banka provides the lowest degree of protection to an eligible counterparty.

30.3 More detailed information about J&T Banka, the means of communication with J&T Banka, the client categories and the related rights, the conditions of re-categorisation, the Investment Services provided, the Investment Instruments covered by the Investment Services, the risks associated with the relevant Investment Service or the Investment Instrument and the possible securing against them can be found on the Website in the Investment Services section.

30.4 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 Representative 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 Representative of your choice.

30.5 In the event of bankruptcy of J&T Banka, your Investment Instruments are not part of J&T Banka's assets. According to the Capital Market Undertakings Act, your Investment Instruments are protected by the guarantee system operated by the Guarantee Fund. More detailed information regarding your assets, their protection and the Guarantee Fund is provided in a separate document, which is available on the Website in the Investment Services section.

30.6 If Investment Services are provided to you through a Tied Agent or an Intermediary, J&T Banka may perform certain obligations under these Business Terms and Conditions through the Tied Agent or the Intermediary. In this case, some of the procedures and methods of fulfilling the obligations may differ from a situation where the Investment Services are provided directly by J&T Banka.

31. Investment Portfolio

31.1 J&T Banka will establish the Investment Portfolio automatically on the basis of the Contract. An additional Investment Portfolio will be established on the basis of the Application for a Banking Product.

31.2 J&T Banka has the right to determine the maximum number of Investment Portfolios established for you.

31.3 Your Investment Instruments are recorded by J&T Banka as the Asset Component of the Investment Portfolio and kept by J&T Banka in asset accounts with the Depository or separate registers of Investment Instruments maintained by an authorised person. Book-entry Investment Instruments issued pursuant to Czech legal regulations are kept in owner accounts or customer accounts with CSDP or in separate registers of Investment Instruments maintained by an authorised person. Such Investment Instruments are subject to Czech legal regulations. Investment Instruments purchased abroad are kept in Investment Instrument customer accounts kept with the Depository opened in the name of J&T Banka or in separate registers of Investment Instruments maintained by an authorised person. J&T Banka selects the Depository among reputable financial institutions and with professional care.

31.4 J&T Banka will keep Records of your Investment Instruments in asset accounts different from those in which J&T Banka's investments instruments are kept.

31.5 J&T Banka will make an entry in the Records in accordance with the applicable provisions of the Capital Market Undertakings Act, on the basis of your Instruction or an Instruction of an authorised person. J&T Banka will make the entry in the Records so that the data entered in the Records correspond to the actual situation.

31.6 If you submit the Instruction to Purchase an Investment Instrument not kept by J&T Banka in a customer account with CSDP, you agree to the opening of an owner account at CSDP. You may have several owner accounts at CSDP. An owner account is registered with CSDP even if no Investment Instruments are kept there.

31.7 If the identification data of a person change, J&T Banka will make the change on the basis of an instruction from the owner of the owner account at CSDP. If you submit an instruction to record a natural person who is not a citizen of the Czech Republic and who does not have a Czech birth registration number, or if there are duplicate birth registration numbers with respect to this person, J&T Banka will, at the person's request, arrange for the assignment of an alternative identification number (NID) in CSDP to this person. In such a case, however, J&T Banka is not liable for any damage

- resulting from the provision of incorrect, false or incomplete information in the application for the assignment of an NID.
- 31.8 The owner account at CSDP will be terminated by J&T Banka at the same time as the Investment Portfolio is terminated. The owner account may be terminated only if no Investment Instruments are recorded there.
- 31.9 The transfer of Investment Instruments to or from your Investment Portfolio means, in the case of book-entry Investment Instruments that are registered in CSDP and issued under Czech law, the recording of the change of owner in the owner account or in the account of J&T Banka's customers. J&T Banka will record such change in the account promptly and no later than by the close of the day. The data decisive for exercising the rights attached to a book-entry Investment Instrument are the data entered in the owner account as at the close of the day specified in the CSDP operating rules.
- 31.10 In the case of transfer of a book-entry Investment Instrument, where the change is not recorded in the owner account, ownership is transferred upon an entry in J&T Banka's Records.
- 31.11 The transfer of Investment Instruments from your Investment Portfolio means, in the case of certificated Investment Instruments, the removal of the Investment Instruments from your Investment Portfolio and the release of the Investment Instruments from safekeeping under the terms of the contract according to which the Investment Instruments are transferred.
- 31.12 Certificated Investment Instruments that J&T Banka purchases and has in safekeeping for you will be released from safekeeping by J&T Banka upon your written request and without undue delay after J&T Banka receives them from a third party. Upon the release of the last certificated Investment Instrument from safekeeping, J&T Banka will cease to maintain the Investment Portfolio where the certificated Investment Instruments in safekeeping are recorded.
- 31.13 J&T Banka records your funds in the Cash Component of the Investment Portfolio by currency. J&T Banka records clients' funds in accounts different from those in which it keeps its own funds.
- 31.14 Funds intended for trading in Investment Instruments are transferred to the Investment Portfolio. When transferring funds to the Investment Portfolio, you must provide your Investment Portfolio number, or any of the identifiers, i.e. your birth registration number (if you are a natural person) or your company ID number (if you are a legal person or an entrepreneur) or an alternative identification number (NID) as the variable symbol. For payments where the variable symbol cannot be entered (e.g. payments in foreign currencies), you must identify the payment in another way, e.g. by indicating your Investment Portfolio number in the payment note or by informing J&T Banka of the payment by telephone, e-mail, in person or in another agreed manner. If you do not fulfil this obligation under this paragraph, J&T Banka will not be liable for any loss incurred.
- 31.15 If you do not transfer funds in accordance with the Business Terms and Conditions, in particular if you do not properly identify the payment, J&T Banka is not obliged to credit the funds to the Investment Portfolio and it has the right to send the funds back to the account from which they were sent. If you transfer funds in accordance with the Business Terms and Conditions, J&T Banka will credit the funds to the Investment Portfolio without undue delay. If J&T Banka maintains more than one Investment Portfolio for you, you must inform J&T Banka which Investment Portfolio the deposited funds are to be credited to. Otherwise, J&T Banka will credit the deposited funds to an Investment Portfolio at its discretion and it will not be liable for any loss incurred by you.
- 31.16 You may submit an Instruction to transfer funds from the Investment Portfolio provided that such funds are not tied to a trade in an Investment Instrument or to any other obligation arising from or related to the Contract. You may transfer funds from the Investment Portfolio only to an Authorised Account. J&T Banka will immediately record the transfer of funds from the Investment Portfolio in the Investment Portfolio.
- 31.17 You can also set up an automatic transfer of funds from the Investment Portfolio to your Current Account at the end of each Business Day. J&T Banka transfers the funds on later than on a Business Day that follows the day on which the balance for the transfer of funds cash was available in the Cash Component of the Investment Portfolio. In this way, J&T Banka will transfer all funds in that currency not tied to an instruction or a trade in an Investment Instrument or to any other obligation arising from or related to the Contract. J&T Banka will set up automatic transfer upon your request if the following conditions are met:
- 31.17.1 You do not have margin trading active; and, further
- 31.17.2 The Current Account is in the same currency as the corresponding Cash Component of the Investment portfolio.
- 31.18 J&T Banka is authorised to set up an automatic transfer of funds from the Investment Portfolio to the Current Account without your request.
- 31.19 J&T Banka will terminate automatic transfer of funds from the Investment Portfolio to the Current Account upon your request or at its own discretion.
- 31.20 J&T Banka informs you that claims on deposits in the Investment Portfolio are insured to the extent and under the terms of the Act on Banking.
- 31.21 If for any reason (in particular, as a result of your transactions, withdrawals of funds or settlement of fees) J&T Banka incurs a claim against you, such claim constitutes the utilisation of an Unauthorised Overdraft. J&T Banka is entitled to interest on late payment for the utilisation of the Unauthorised Overdraft in accordance with the Price List.
- 31.22 You must pay the Unauthorised Overdraft immediately, even without being invited to do so. If you do not promptly pay the Unauthorised Overdraft, you expressly agree that J&T Banka will, for the purpose of settling the claim arising from the Unauthorised Overdraft, have the right, among other things, to sell a relevant number of Investment Instruments selected at its discretion and use the proceeds to satisfy its claim or, as the case may be, to satisfy the claim arising from the Unauthorised Overdraft by transferring the amount due from your Current Account.
32. Instruction
- 32.1 By an Instruction, you order J&T Banka to purchase or sell Investment Instruments for you, or to arrange other transfers and operations for you related to Investment Instruments. You may only give an Instruction that you are authorised to give in relation to the given Investment Instruments. Unless otherwise agreed with J&T Banka, the Instruction to Sell Investment Instruments may only relate to such Investment Instruments with which all separately transferable rights are connected and to which no security interest or other rights of third parties are attached.
- 32.2 Some special conditions and rules for investing in 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 should read the statute (prospectus) of the Collective Investment Fund in whose Investments Instruments you intend to trade on the basis of the Contract.
- ~~32.21.1 The Instruction must contain all required essentials. The Instruction must be comprehensible, complete and legible. Deletions or erasures or overwriting are not allowed.~~
- ~~32.41.1 You are responsible for the completeness, accuracy and correctness of the data 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 damage incurred by not having executed the Instruction.~~
- ~~32.5.32.3~~ You can submit the Instruction to J&T Banka in one of the following ways:
- ~~32.5.432.3.1~~ In person, at Points of Sale; or
- ~~32.5.232.3.2~~ Electronically through Internet Banking; or
- ~~32.5.332.3.3~~ By phone through Telephone Banking or through a designated recorded telephone line; or
- ~~32.5.432.3.4~~ By e-mail to the J&T Banka e-mail address specified in the Operating Day Schedule; or
- ~~32.5.532.3.5~~ Through the Bloomberg system; or
- ~~32.5.632.3.6~~ Through the Tied Agent; or
- ~~32.5.732.3.7~~ Through the Intermediary; or
- ~~32.5.832.3.8~~ In another agreed manner.
- ~~32.632.4~~ You can submit the Instruction in person, provided that J&T Banka performs your Identification or the Confirmation of Identity. If you refuse the Identification or the Confirmation of Identity, J&T Banka will not execute the Instruction.
- ~~32.732.5~~ You must submit an electronic Instruction through Internet Banking, using the Security Features you have agreed to with J&T Banka. J&T Banka hereby notifies you of the risks associated with submitting electronic Instructions online trading and the need to consistently protect Security Features and the security of the computer used to submit electronic online Instructions.
- ~~32.832.6~~ You must submit a Telephone Instruction through Telephone Banking or the designated recorded telephone line and by using the Security Features you have agreed to with J&T Banka.
- ~~32.932.7~~ An Instruction submitted by e-mail is considered accepted by J&T Banka upon its delivery to the e-mail address of J&T Banka stated in the "Operating Day Schedule".
- ~~32.1032.8~~ For some Instructions, J&T Banka may specify the method of submission. For some Instructions, J&T Banka may determine that the Instruction must contain your officially authenticated signature or the Confirmation of Identity before an employee of J&T Banka.
- ~~32.9~~ The Instruction must contain all required essentials. The Instruction must be comprehensible and complete and legible. Deletions or erasures or overwriting are not allowed.
- ~~32.10~~ You are responsible for the completeness, accuracy and correctness of the data 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 damage incurred by not having executed the Instruction.

- 32.11 If you so request, J&T Banka will confirm that it has accepted the Instruction.
- 32.12 If the Instruction is submitted by your Representative, J&T Banka will, for the purpose of assessing the appropriateness, suitability or target market of such Instruction, assume that it is an expression of your will and, in the performance of its statutory obligations, J&T Banka will treat such Instruction in the same manner as if the Instruction had been submitted by you.
- 32.13 The Instruction to trade in an Investment Instrument must include:
- 32.13.1 Your identification,
- 32.13.2 Direction of trade (purchase, sale),
- 32.13.3 Type of Instruction (buy/sell, repo, loan, transfer, other),
- 32.13.4 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),
- 32.13.5 The name of the Investment Instrument,
- 32.13.6 In the case of purchase of Investment Instruments, the volume of funds provided for the purpose of purchase or (the number of pieces of the Investment Instrument); the volume of funds intended for purchase includes any accrued interest and fees according to the Price List,
- 32.13.7 In the case of sale of Investment Instruments, the number of pieces of the Investment Instrument intended for sale,
- 32.13.8 The market on which the trade is to be executed, or its segment or other execution venue where the Instruction is to be executed; if the execution venue is not explicitly specified in the Instruction, it is the PSE in the case of Investment Instruments traded in the Czech Republic and in the case of foreign Investment Instruments, it is a market determined by J&T Banka in accordance with the Instruction Execution Rules.
- 32.13.9 The limit price of the Investment Instrument subject to trade; the limit price may be entered only in the case of an Instruction that specifies the quantity of the Investment Instrument; in the case of an Instruction that specifies the volume of funds, the limit price is not applicable; J&T Banka will buy or sell the Investment Instrument at the market price, i.e. the best price that is achievable with the exercise of professional care and in accordance with the Instruction Execution Rules; if you enter the limit price for an Instruction specifying the volume of funds, J&T Banka will reject such Instruction.
- 32.13.10 The date, or the period of validity of the Instruction:
- 32.13.10.1 If the date of validity of the Instruction is not specified and if you submit the Instruction during a Business Day by the end of the Trading Period or you state "Day Order" as the date of validity, the date of submission of the Instruction is considered the date of validity of the Instruction;
- 32.13.10.2 If you do not specify the date of validity of the Instruction or you state "Day Order" as the date of validity and submit the Instruction during a Business Day after the end of the Trading Period or submit the Instruction on a non-Business Day, J&T Banka will reject the Instruction;
- 32.13.10.3 If you specify the date of validity of the Instruction and the date is not a Business Day, the last Business Day preceding such day is considered the date of validity of the Instruction. The foregoing does not apply if the date of submission of the Instruction is the date of validity of the Instruction;
- 32.13.10.4 The period of validity of the Instruction may be up to one (1) year, unless the character of the Instruction or Investment Instrument in question indicates otherwise. The Instruction is also valid for up to one (1) year if you state "Good-until-Cancelled" as the period of validity of the Instruction;
- 32.13.10.5 The Instruction takes effect at the same time as it comes into force, unless specified otherwise in the Instruction.
- ~~32.13.10 The validity of the Instruction: unless otherwise agreed, the Instruction is valid until the end of the effective day of the Instruction; if the Instruction concerns bonds and unless otherwise agreed, the Instruction is valid for fourteen (14) days since the effective day of the Instruction; however, the validity of the Instruction must not exceed one (1)-year,~~
- ~~32.13.11 The date of submission of the Instruction,~~
- ~~32.13.12 The effective date of the Instruction, i.e. the date from which the Instruction is valid: the effective date of the Instruction may be no more than fourteen (14) days after the date of submission of the Instruction;~~
- ~~32.13.12.1 If you do not specify the effective date of the Instruction and if you submit the Instruction on a Business Day by the end of the Trading Period, the date of submission of the Instruction is considered the effective date of the Instruction;~~
- ~~32.13.12.2 If you do not indicate the effective date of the Instruction and if you submit the Instruction on a Business Day after the end of Trading Period or if you submit the Instruction on a day that is not a Business Day, the effective date of the Instruction is the next Business Day after the date of submission of the Instruction;~~
- ~~32.13.12.3 If you specify the effective date of the Instruction and if that day is a Business Day, this day is considered to be the effective date of the Instruction;~~
- ~~32.13.12.4 If you specify the effective date of the Instruction and if that day is not a Business Day, the effective date of the Instruction is the next Business Day;~~
- ~~32.13.13 Specification whether the Instruction may be executed only partially: unless the Instruction contains such specification, it is understood that you also consent to the partial execution of the Instruction;~~
- ~~32.13.14~~ 32.13.11 Specification of the Investment Portfolio within which the Instruction is to be executed (mandatory information if J&T Banka maintains multiple Investment Portfolios for you); if the Investment Portfolio is not specified in the Instruction, J&T Banka is authorised to execute the Instruction within one (or more) Investment Portfolios at its discretion and it is not be liable for any damage incurred by you,
- ~~32.13.15~~ 32.13.12 Other information and conditions under which the Instruction is to be executed,
- ~~32.13.16~~ 32.13.13 Further information that J&T Banka may request from you for the proper execution of the Instruction.
- 32.14 An Instruction to trade in collective investment securities must include the same information as the regular Instruction to trade in other Investment Instrument, with the following differences:
- 32.14.1 Direction of trade - purchase (issue), sale (redemption), transfer; transfer means the sale of collective investment securities of a specific fund/sub-fund and the simultaneous purchase of collective investment securities of another fund/sub-fund in the same volume of funds (after the deduction of the relevant fee according to the Price List), if the statute (prospectus) of the fund/sub-fund allows,
- 32.14.2 The number of collective investment securities (in the case of a sale or transfer) or the volume 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 specific 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 the securities that J&T Banka keeps in your Investment Portfolio; in the case of the purchase of collective investment securities, J&T Banka will purchase the relevant collective investment securities for the specified volume of funds minus the relevant fee according to the Price List,
- 32.14.3 Information on the market, its segment or other execution venue is not applicable to an Instruction concerning collective investment securities; in the case of collective investment securities not traded on a regulated market, J&T Banka purchases the securities directly from their issuer (issuance of a security) and sells the securities directly to their issuer (repurchase of a security); in the case of collective investment securities traded on a regulated market, J&T Banka executes such transactions on that regulated market,
- 32.14.4 Information on the limit price of the Investment Instrument is not applicable to an Instruction concerning collective investment securities; J&T Banka will buy or sell the Investment Instrument at the market price, i.e. at the best price achievable with professional care and in accordance with the Instruction Execution Rules; if you indicate the limit price, J&T Banka will reject the Instruction,
- 32.14.5 The validity of the Instruction: unless otherwise agreed, the Instruction is valid for ninety (90) days after the effective date of submission of the Instruction;
- ~~32.14.6 Specification whether the Instruction may be executed only partially: unless the Instruction contains such specification, it is understood that you do not consent to the partial execution of the Instruction;~~

- 32.15 On behalf of a minor Client, J&T Banka accepts only Instructions to Purchase Investment Instruments involving collective investment securities intended for the public. J&T Banka accepts Instructions to Sell Investment Instruments and Instructions to Transfer Investment Instruments from one portfolio to another portfolio only with the prior consent of the court. J&T Banka accepts for the account of a minor Client only Instructions to Purchase Investment Instruments as determined by J&T Banka and Instructions to Transfer Investment Instruments to the Investment Portfolio of a minor Client. Instructions to Sell Investment Instruments or Instructions to Transfer Investment Instruments from the Investment Portfolio of a minor Client are accepted by J&T Banka only with the prior consent of the court.
33. Refusal to Accept or Execute Instruction
- 33.1 J&T Banka may ~~reject/refuse to satisfy and execute~~ the Instruction and not execute it, especially if:
- 33.1.1 The Instruction contains conditions that do not make it possible to execute the Instruction or the execution of the Instruction would involve disproportionate difficulties or costs; and further if
- 33.1.2 The Instruction was delivered to J&T Banka at a time when it is not possible to execute it within the set validity period of the Instruction; it cannot be executed; and further if
- 33.1.3 The Instruction contains incorrect or incomplete data; and further if
- 33.1.4 The Instruction is indefinite or incomprehensible; and further if
- 33.1.5 J&T Banka suspects that the Instruction has been submitted by a person who is not authorised to do so; and further if
- 33.1.6 The Instruction is inconsistent with the rules and regulations of a regulated market operator, Depository or settlement centre; and further if
- 33.1.7 The Instruction is in violation of the Contract or the Business Terms and Conditions; and further if
- 33.1.8 The satisfaction of the Instruction could lead to insider trading, market manipulation or conflict of interest; and further if
- 33.1.9 J&T Banka determines that the Instruction is not consistent with your financial background, investment objectives, expertise or experience to understand the risks involved, or the target market of the investors, if any; and
- 33.1.10 In other cases specified in the Contract or the Business Terms and Conditions.
- 33.2 If you are a legal entity or an entrepreneurial natural person and if you do not have the Legal Entity Identifier (LEI) and the LEI is required for the execution of the Instruction, J&T Banka may reject your Instruction.
- 33.3 If J&T Banka refuses to ~~execute/satisfy~~ the Instruction, it will inform you without undue delay.
34. Instruction Processing
- 34.1 Instruction Processing means the acceptance and execution of your Instruction, or its submission to a third party for execution, and its recording in J&T Banka's trading system.
- 34.2 You must submit the Instruction in accordance with the Operating Day Schedule, available on the Website in the Investment Services section.
- 34.3 J&T Banka executes Instructions in accordance with the current Instruction Execution Rules. You can find the current Instruction Execution Rules on the Website in the Investment services section. Instructions involving collective investment funds are executed according to the rules laid down by the statute (prospectus) of the relevant collective investment fund.
- 34.4 If it cannot be executed the Instruction in full, J&T Banka will execute the Instruction partially.
- 34.4.34.5 If J&T Banka will inform you if it has failed to execute the Instruction.
- 34.534.6 You will be informed by J&T Banka of the execution of the Instruction through Internet Banking or by e-mail to your e-mail address specified in the Contract.
- 34.634.7 If you submit an Instruction to sell Investment Instruments on a market other than that in which the Investment Instruments are registered, you simultaneously instruct J&T Banka, for the purpose 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 you directly identifying the market and if it is more advantageous to you, or if the relevant Investment Instruments can be sold at the time of sale only in a market other than that in 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 given other market.
- 34.734.8 You hereby request that J&T Banka not disclose your limit Instructions, i.e. Instructions for the purchase or sale of shares or similar securities 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
- 34.7.134.8.1 Contain the limit price at which such security is to be purchased or sold; or which contain
- 34.7.234.8.2 The limit volume in which such security is to be purchased or sold;
- and which, due to the prevailing market conditions, could not be executed without undue delay. J&T Banka, however, has the right to decide otherwise at its own discretion and in accordance with applicable legal regulations.
- 34.834.9 You may change or cancel the Instruction or a part of it only until a moment when the execution of the Instruction can be technically halted.
35. Instruction to Purchase Investment Instruments
- 35.1 Unless agreed otherwise, by the date of execution of the Instruction to Purchase Investment Instruments, you must have available funds in your Investment Portfolio no later than at the time of acceptance of the Instruction to Purchase Investment Instruments, at least in the amount of the expected payment resulting from the execution of the Instruction to Purchase Investment Instruments. If you do not have such available funds, J&T Banka ~~may reject~~has the right not to execute the Instruction to Purchase Investment Instruments.
- 35.2 In the case of purchase of selected Investment Instruments, J&T Banka may allow you to enter a Payment Order to transfer funds from the Current Account to the Investment Portfolio together with the Instruction to Purchase Investment Instruments. After accepting the Instruction to Purchase Investment Instruments J&T Banka will immediately ~~transfer credit~~such funds to the Cash Component of your Investment Portfolio. If J&T Banka refuses the Instruction to Purchase Investment Instruments, J&T Banka will not execute the Payment Order to transfer funds from the Current Account to the Investment Portfolio.
- 35.3 The expected cash consideration resulting from the execution of the Instruction to Purchase an Investment Instrument is equal to the sum of the maximum allowable total purchase price for the purchase of the Investment Instrument, including any accrued interest, the remuneration to the Bank according to the Price List and other costs of the purchase of the Investment Instrument, e.g. market organiser's fees for making the purchase.
- 35.4 If you have provided funds for the purchase of an Investment Instrument in a currency other than the currency required for the settlement of the trade, you are obliged, in a manner customary for the submission of Instruction, to place an Instruction for currency conversion. In the currency conversion Instruction, you are required to specify at least the volume and the currency of the funds to be converted by J&T Banka along with the currency into which the funds in question are to be converted. J&T Banka is required to proceed in accordance with this currency conversion Instruction. Unless agreed otherwise, to determine the exchange rate between the currencies, J&T Banka will use the exchange rate in effect on the date or time of receiving the Instruction. You bear the exchange-rate risk associated with the currency conversion.
36. Instruction to Purchase Investment Instruments – Regular Investment
- 36.1 Regular investment in Investment Instruments means a set of your Instructions to Purchase Investment Instruments.
- 36.2 Regular Investment parameters are determined in the Instruction to Purchase Investment Instruments – Regular Investment. In particular, you determine for what amount and how often J&T Banka is required to purchase relevant Investment Instruments.
- 36.3 The total planned amount invested (the "Total Planned Amount Invested") means in the case of (i) a monthly amount, the product of the monthly amount designated for the individual purchases, stipulated in the Instruction, and duration expressed as the number of months of regular investment, (ii) a quarterly amount, the product of the quarterly amount designated for the individual purchases, stipulated in the Instruction, and duration expressed as the number of quarters of regular investment, (iii) a half-year amount, the product of the half-year amount designated for the individual purchases, stipulated in the Instruction, and duration expressed as the number of half-years of regular investment, and (iv) a one-year amount, the product of the one-year amount designated for the individual purchases, stipulated in the Instruction, and duration expressed as the number of years of regular investment.
- 36.4 If the "Total Planned Amount Invested" specified in the Instruction to Purchase Investment Instruments – Regular Investment does not correspond with the amount calculated as the 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.
- 36.5 Method of fee payment:
- 36.5.1 Gradually - with this method of payment, the amount intended for individual purchases of Investment Instruments is divided into two parts with a ratio of 70:30; J&T Banka's remuneration will be

- gradually paid out of the funds in the first part until it is fully paid, and Investment Instruments will be purchased from the funds in the other part, in accordance with the Instruction to Purchase Investment Instruments – Regular Investment,
- 36.5.2 Regularly - with this method of payment, J&T Banka's remuneration is payable at the moment of execution of each regular Instruction to Purchase Investment Instruments – Regular Investment in an amount specified in the Price List effective at the time of execution.
- 36.6 If you choose to pay J&T Banka's remuneration gradually, but for any reason securities are not purchased in the Total Planned Amount Invested as specified in the Instruction to Purchase 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.
- 36.7 If you choose a monthly frequency of regular investment and if no other day of the month has been agreed between you and J&T Banka, J&T Banka will execute the purchase of Investment Instruments on the 15th day of the month unless a different day of the month is agreed with you (or on the nearest preceding Business Day if such the 15th day or other agreed day of the month is not a Business Day), or in the case of investment in J&T LIFE (continuation for the original investment in TCF) on the 23rd day of the month (or on the preceding Business Day if the 23rd day is not a Business Day).
- 36.8 If you choose a quarterly frequency of regular investment and if no other day of the calendar quarter has been agreed between you and J&T Banka, J&T Banka will execute the purchase of Investment Instruments on the 15th day or in the case of investment in J&T LIFE (continuation for the original investment in TCF) on the 23rd day of each third consecutive month of the calendar year unless a different day of the calendar quarter is agreed with you (or on the nearest preceding Business Day if such day is not a Business Day).
- 36.9 If you choose a half-year frequency of regular investment and if no other day of the calendar half-year has been agreed between you and J&T Banka, J&T Banka will execute the purchase of Investment Instruments on the 15th day or in the case of investment in J&T LIFE (continuation for the original investment in TCF) on the 23rd day of each sixth consecutive month of the calendar year unless a different day of the calendar half-year is agreed with you (or on the nearest preceding Business Day if such day is not a Business Day).
- 36.10 If you choose a one-year frequency of regular investment and if no other day of the calendar year has been agreed between you and J&T Banka, J&T Banka will execute the purchase of Investment Instruments on the 15th day or in the case of investment in J&T LIFE (continuation for the original investment in TCF) on the 23rd day of a selected month of the calendar year unless a different day of the calendar year is agreed with you (or on the nearest preceding Business Day if such day is not a Business Day).
- 36.11 You must ensure that there are sufficient funds in the relevant Investment Portfolio at the time defined in the Operating Day Schedule so that the Instruction to Purchase Investment Instruments - Regular Investment can be executed in full. If there are insufficient funds in the relevant Investment Portfolio at the specified time, J&T Banka will not execute the purchase, not even partially.
- 36.12 You acknowledge that if you have set J&T Banka to automatically transfer funds from the Investment Portfolio to your Current Account at the end of each Business Day and you have submitted an Instruction to Purchase Investment Instruments - Regular Investment, the purchase of Investment Instruments might not have to take place due to insufficient funds in the Investment Portfolio.
- 36.13 Along with the Instruction to Purchase Investment Instruments – Regular Investment, J&T Banka may allow you to submit a Standing Payment Order for regular transfer of funds from the Current Account to the Investment Portfolio. J&T Banka will immediately credit such funds to your Investment Portfolio. Such Standing Payment Order for regular transfer of funds from the Current Account to the Investment Portfolio is valid only for the duration of the relevant Instruction to Purchase Investment Instruments - Regular Investment.
- 36.14 If you have submitted multiple Instructions to Purchase Investment Instruments - Regular Investment for execution on the same day, J&T Banka will execute them in order of receipt, from the oldest to the most recent one.
- 36.15 If it has been agreed that the fee will be paid gradually, you may change the parameters of the regular investment, in particular to increase or decrease the amount or to change the duration of the regular investment, only after agreement with J&T Banka.
37. Instruction to Sell Investment Instruments
- 37.1 You may submit an Instruction to sell only Investment Instruments:
- 37.1.1 Which you own; and further
- 37.1.2 With respect to which your right of disposal is not restricted in any way.
- 37.2 You must not dispose of the Investment Instruments subject to sale during the validity of the Instruction to Sell Investment Instruments until the settlement of the Instruction.
- 37.3 If it is determined during the settlement of the Instruction to Sell Investment Instruments that you were not the owner of the Investment Instruments subject to the sale, J&T Banka will purchase the Investment Instruments for your account as soon as possible by the time the trade in question is settled and it will use any funds in your Investment Portfolio for this purchase. If the available balance in the Cash Component of your Investment Portfolio is not sufficient, J&T Banka can also debit the Cash Component of your Investment Portfolio. The other provisions of these Terms and Conditions, in particular the provisions on J&T Banka's liability for damage, are not affected by this provision.
- 37.4 Funds obtained through the sale of Investment Instruments, reduced by a fee according to the Price List, will be transferred by J&T Banka to the Cash Component of your Investment Portfolio as at the settlement date.
38. Instruction to Transfer Investment Instruments
- 38.1 If you submit an Instruction to Transfer Investment Instruments to another client or to another brokerage, you must have sufficient available funds in your Investment Portfolio to pay fees according to the Price List.
39. Settlement of Trades in Investment Instruments
- 39.1 J&T Banka must settle the concluded trade, i.e. J&T Banka must ensure that funds and Investment Instruments are transferred in accordance with your Instruction, the Contract and the Business Terms and Conditions.
- 39.2 The standard settlement method for trades is the delivery-versus-payment (DVP) method.
- 39.3 If the settlement of the trade is delayed, J&T Banka will notify you immediately.
- 39.4 If you do not provide funds or Investment Instruments to execute the Instruction in a due and timely manner, J&T Banka has the right to not execute the Instruction or to take any action it deems necessary to ensure the suspension or cancellation of the concluded trade.
- 39.5 If J&T Banka or a person who is settling the trade cannot transfer the purchased Investment Instruments to your owner account due to not having the correct owner account number, J&T Banka may temporarily transfer such Investment Instruments to its asset account, and it will ask you to provide the correct owner account number. If you do not provide to J&T Banka the correct owner account number, J&T Banka has the right to sell the Investment Instruments and use the proceeds from the sale for the settlement of claims against you arising from the purchase of the Investment Instruments in question. J&T Banka will transfer any remaining proceeds from the sale to your Investment Portfolio.
- 39.6 J&T Banka, based on your Instruction, will also arrange the settlement of transactions concluded without the participation of J&T Banka.
40. Administration of Investment Instruments
- 40.1 J&T Banka can also provide administration services with respect to Investment Instruments for you. The administration of Investment Instruments consists mainly in the collection of dividends, interest income, or other income and revenue arising from your Investment Instruments.
- 40.2 J&T Banka uses a third party for the administration of Investment Instruments. By concluding the Contract, you authorise J&T Banka to transfer part of its responsibilities in the field of Investment Instruments administration to its contractual partners.
- 40.3 J&T Banka will always notify you of each Corporate Action relating to the Investment Instruments that are subject to J&T Banka's administration and that are recorded in the Investment portfolio immediately after having received a notice from its Depository.
- 40.4 The funds that J&T Banka collects for you from dividends, interest income, or any other income and revenue arising from your Investment Instruments, will be transferred by J&T Banka to the Cash Component of your Investment Portfolio.
41. Credit and Loans of Investment Instruments and Financial Collateral
- 41.1 J&T Banka provides clients with credit or loans of Investment Instruments to enable a trade in an Investment Instrument in which J&T Banka takes part as the provider of the credit or loan. The credit or loan of investment instruments does not constitute consumer credit in accordance with Section 4 (1) (a) of Act No. 257/2016 Sb., on consumer credit, and J&T Banka is not deemed a creditor or agent in accordance with the aforementioned law. J&T Banka is entitled, but not obliged, to provide you with credit or a loan of investment instruments to enable a trade in investment instruments, in a manner stipulated in the relevant Contract and the Business Terms and Conditions. In particular, if there are insufficient funds in the Investment

Portfolio for the execution of the purchase of Investment Instruments, J&T Banka may provide you with credit which can enable you to submit Instructions to Purchase Investment Instruments.

- 41.2 J&T Banka provides clients with credit or a loan of Investment Instruments especially in the form of an Authorised Overdraft, through Short Sales or repo operations; where the content of this contractual relationship and the rights and obligations of J&T Banka and your rights and obligations are provided for in the Master Contract for Financial Transactions. In the case of repo operations, the contents of the contractual relationship, including your and J&T Banka's rights and obligations, are governed by the Master Contract for Financial Transactions.
- 41.3 J&T Banka is entitled to determine at its own discretion the amount of the credit to be provided to you.
- 41.4 J&T Banka and the Professional Customer agree that any existing and future credit claims will be secured by a financial security within the meaning of The Act on Financial Security which will have the character of the transfer of a financial collateral for the benefit of J&T Banka. J&T Banka and the Non-Professional Customer agree that any existing and future loan claims will be secured by a financial security which will have the character of a security interest in financial collateral for the benefit of J&T Banka. The financial collateral consists or will consist of all your Investment Instruments that are or will be credited to the Investment Portfolio and all funds kept in the Investment Portfolio. You may dispose of Investment Instruments and funds kept in the Investment Portfolio in accordance with these Business Terms and Conditions. If the provided credit, with all related claims, has not been sufficiently secured by you (whether due to the change in price of the Investment Instrument, the exchange rate of the currency pair, suspension of trading in the Investment Instrument, adjustment of the amount of your limit exposure to J&T Banka or change in the haircut parameters by J&T Banka in relation to the Investment Instrument or foreign currency in accordance with these Business Terms and Conditions or any other event), J&T Banka will ask you to replenish the collateral for the provided credit, i.e. to transfer at least the number of Investment Instruments determined by J&T Banka to the Investment Portfolio and/or to deposit at least the amount of funds determined by J&T Banka in the Investment Portfolio. If you fail to comply with J&T Banka's request to replenish the loan collateral within 24 hours of the request (unless a longer time limit is set expressly in the request), or if, during such time limit, the market value of Investment Instruments or of the foreign currency serving as collateral further declines or there occurs any significant market event affecting the determination of the value of J&T Banka's credit claims, all credit and loans become immediately due and payable and J&T Banka will be entitled: (i) to set off the value of the funds recorded in the Investment Portfolio against all credit claims and/or (ii) to sell the Investment Instruments serving as collateral in accordance with the Contract and to use the obtained funds to pay its credit claims. In such case, J&T Banka will sell the Investment Instruments at their market value through a regulated market or a non-regulated market at its discretion, or in another way used commonly in the financial market, without the terms of sale being subject to the approval of a court or of any other public authority. In the document titled "Summary of Investment Instruments and Currencies Accepted by J&T Banka as Collateral for the Provided Loan", J&T Banka specifies with respect to each Investment Instrument a market through which it will primarily sell the Investment Instruments serving as collateral. In case of such sale, J&T Banka is entitled to give priority to quick sale over potentially higher proceeds from the liquidation of collateral. If J&T Banka keeps multiple Investment Portfolios for you, your collateral will be assessed by J&T Banka at all times primarily in relation to the Investment Instruments and funds kept in the Investment Portfolio which was designated by you in your credit request. If you did not do so, your collateral will be assessed by J&T Banka at its own discretion and J&T Banka will not be liable for any damage caused thereby to you. In case of failure to replenish the collateral for J&T Banka's claims in a specific Investment Portfolio, J&T Banka may also liquidate collateral provided to secure claims from another Investment Portfolio held by you, in accordance with the above-mentioned procedure.
- 41.5 An overview of the Investment Instruments and foreign currencies accepted by J&T Banka as loan collateral and the minimum amount of collateral required for credit provided by J&T Banka to you is published on the Website. Each Investment Instrument and each foreign currency approved by J&T Banka has a "haircut" parameter allocated to it; this parameter stipulates the minimum percentage of own funds for opening margin positions with such Investment Instrument or currency transaction. In the case of portfolios with multiple positions, the basic haircut is equal to the weighted average of the Investment Instruments or foreign currency positions in your portfolio (the weights are equal to the volumes of the various types of Investment Instruments or foreign currency positions). Each Investment Instrument and currency is assessed individually, and J&T Banka reserves the right to adjust the haircut (reduce or increase it).
- 41.6 In exceptional cases, J&T Banka reserves the right to provide credit with lower collateral than the minimum amount of collateral stipulated for the credit on the Website. J&T Banka also reserves the right to accept Investment Instruments not stipulated on the Website as collateral for credit, and J&T Banka will set the minimum level of such collateral in each case at its own discretion. If funds and/or Investment Instruments serving as collateral are partially or entirely in a currency different than the currency of the credit, then the calculation of the collateral that has to be provided for the credit not only takes into account changes in the market value of Investment Instruments but also currency fluctuations related to the credit and Investment Instruments.
- 41.7 You undertake to keep yourself informed about the balance of your portfolio, the market value of Investment Instruments provided as loan collateral as well as the total loan collateral, and to provide the required number of Investment Instruments or funds to replenish the collateral if required. You hereby acknowledge and agree that the obligation to monitor the balance of your portfolio, funds and the market value of the Investment Instruments provided as loan collateral as well as the total loan collateral is your primary obligation and it may not be transferred to J&T Banka or a third party. The market price of an Investment Instrument means the price for which the Investment Instrument may be purchased or sold in the relevant regulated market determined by J&T Banka. The relevant market for the determination of the price of a specific investment instrument is stated in the document "Summary of Investment Instruments and Currencies Accepted by J&T Banka as Collateral for the Provided Loan". The relevant market to determine the price of an Investment Instrument not included in the Summary will be determined by J&T Banka.
- 41.8 If, upon the conclusion of a transaction between you and J&T Banka, it is agreed during the term of such transaction that the duration of the respective transaction will be reduced, you are obliged to pay J&T Banka a fee (interest) for each day that credit was provided.
- 41.9 For the purposes of determining and monitoring the value of the collateral for credit or a loan of Investment Instruments, replenishing the collateral and deciding on the early forced termination of credit or a loan of Investment Instruments, certain input values and terms and calculations of the Master Contract for Financial Transactions, including all the annexes thereto, available on the Website, will be used, particularly the following:
- 41.9.1 "Margin Ratio" is expressed by the formula:
 In case of Repo Transactions: $MR = 1 / (1 - HC)$
 In case of Securities Loans: $MR = 1 + HC$
 Where:
 "MR" – Margin Ratio.
 "HC" – Opening haircut, whose amount for each Financial Instrument or group of Financial Instruments is stipulated by J&T Banka and published on the Website. HC is related to the total value of your portfolio and expressed as the ratio of your own resources to total assets.
 "Haircut" – Haircut is defined in accordance with Article 1(3) of the Margin Maintenance Annex of the Master Contract for Financial Transactions, which is published on the Website.
 The relationship between HC and Haircut is expressed as follows:
 In Repo Transactions: $Haircut = HC / (1 - HC)$
 In Securities Loans: $Haircut = HC$
- 41.9.2 "Exposure Threshold" in relation to J&T Banka's Adjusted Net Exposure to you in Derivatives Transactions is expressed by the following equation:
 In the case of Repo Transactions:
 Your Exposure +/- Independent Amount – J&T Banka's Exposure
 $> \text{or} =$
 $(MR - 1) / (1 + MR) * \text{Your Exposure}$
 In the case of Securities Loans:
 Your Exposure +/- Independent Amount – J&T Banka's Exposure
 $> \text{or} =$
 $(MR - 1) / (1 + MR) * \text{J&T Banka's Exposure}$
- 41.9.3 "Stop Loss Limit" in relation to J&T Banka's Adjusted Net Exposure to you in Derivatives Transactions is expressed by the following equation:
 In the case of Repo Transactions:
 Your Exposure +/- Independent Amount – J&T Banka's Exposure
 $> \text{or} =$
 $7 * (MR - 1) / [10 + 7 * (MR - 1)] * \text{Your Exposure}$
 In the case of Securities Loans:
 Your Exposure +/- Independent Amount – J&T Banka's Exposure
 $> \text{or} =$
 $7 * (MR - 1) / [10 + 3 * (MR - 1)] * \text{J&T Banka's Exposure}$
- 41.9.4 "Valuation Date" means each Trading Day.
- 41.9.5 "Time Limit for Transfer of Margin":
 41.9.5.1 If, in relation to the J&T Banka's Adjusted Net Exposure to you in the case of Derivatives Transactions, the Exposure Threshold is exceeded, the time limit for executing a transfer of Margin under Article 2(2) of the Margin Maintenance Annex will be 24 hours of J&T Banka's sending the notice under Article 2(2) of the Margin Maintenance Annex (the "Margin Call") to you.

- 41.9.5.2 Regardless of the previous paragraph, if, in relation to J&T Banka's Adjusted Net Exposure to you in the case of Derivatives Transactions, the Stop Loss Limit is exceeded, J&T Banka will be entitled to immediately close, in compliance with professional care, the entire group or part of the Transactions used in the calculation of Adjusted Net Exposure in accordance with Article 1(1) of the Margin Maintenance Annex and carry out final settlement. Such situation will be considered an Event of Default in accordance with Article 6(1) of the General Provisions, with J&T Banka being entitled with immediate effect to withdraw from the unsettled Transactions. This procedure does not affect J&T Banka's entitlement to damages.
- 41.10 In the case of Investment Instruments listed in a number of markets, J&T Banka monitors the market price and assesses the collateral based on the information obtained from all these markets. For the purpose of assessing the value of collateral, J&T Banka specifies the relevant markets used to determine the market prices in the document titled "Summary of Investment Instruments and Currencies Accepted by J&T Banka as Collateral for the Provided Loan" published on the Website. If at any time the sale price of the collateral (margin) in a given market, following conversion using the current exchange rate to collateral (margin) currency, falls below the limit calculated using the procedure described above, J&T Banka is entitled to proceed in the manner stipulated in this article. If J&T Banka sells an Investment Instrument denominated in a currency other than the currency of the outstanding amount of the credit and the currency of the related payments, you are obliged to pay any costs expended by J&T Banka in connection with undertaking the above procedure, especially for the transfer of Investment Instruments and execution of foreign exchange transactions.
42. Authorised Overdraft
- 42.1 If you do not have sufficient funds in the respective currency in your Investment Portfolio for the settlement of the executed Instruction to Purchase Investment Instruments and you do not make use of other options to trade on margin, J&T Banka may allow you, at your request, to overdraw funds in the respective currency from the Cash Component of your Investment Portfolio (the "Authorised Overdraft") independently of whether you have sufficient funds in the relevant currency at your disposal in the Investment Portfolio, unless you submit the Instruction to trade in Investment Instruments along with the Instruction for currency conversion. Submission of the Instruction to Purchase Investment Instruments for whose execution or settlement you do not have sufficient funds in your Investment Portfolio as at the date of settlement of the transaction in the respective currency is deemed to be a request to utilise the Authorised Overdraft.
- 42.2 You acknowledge and expressly agree that you are obliged to pay J&T Banka interest stipulated in the Prices List for utilising the Authorised Overdraft. If you are delayed in repaying the amount of the Authorised Overdraft under the previous paragraph, J&T Banka is entitled to charge a late payment interest according to the Price List.
- 42.3 J&T Banka will allow you to utilise the Authorised Overdraft especially if (i) on the day of settlement of the Instruction to Purchase Investment Instruments, which is to be settled using the Authorised Overdraft, you have or (ii) in connection with settlement of the Instruction to Purchase Investment Instruments, which is to be executed by J&T Banka and settled using the Authorised Overdraft, you will have, the volume and structure of Investment Instruments required by J&T Banka and/or the volume of funds required by J&T Banka in the relevant or other currency in your Investment Portfolio (the "Collateral for Authorised Overdraft"). J&T Banka is, however, authorised to allow the utilisation of the Authorised Overdraft even in the absence of the Collateral for Authorised Overdraft.
- 42.4 The list of Investment Instruments and currencies accepted by J&T Banka as Collateral for Authorised Overdraft is published on the Website in the document titled "Summary of Investment Instruments and Currencies Accepted by J&T Banka as Collateral for the Provided Loan". J&T Banka reserves the right to allow in exceptional cases the utilisation of the Authorised Overdraft with a lower level of collateral than the minimal level of collateral stated on the Website. Furthermore, J&T Banka reserves the right to accept as the Collateral for Authorised Overdraft Investment Instruments not specified on the Website, and in such a case, J&T Banka will set the minimum Collateral for Authorised Overdraft individually at its own discretion. If funds and/or Investment Instruments serving as collateral are partially or entirely in a currency other than the currency in which the credit is provided, then when calculating the collateral that needs to be provided, J&T Banka will take into account currency fluctuations related to the credit and Investment Instruments as well as changes in the market value of the Investment Instruments.
- 42.5 You are obliged to repay the amount of each individual Authorised Overdraft utilised during a calendar week to J&T Banka by the last Business Day of such calendar week (the "Authorised Overdraft Maturity Date"). If you fail to repay the due amount by the Authorised Overdraft Maturity Date while meeting the conditions for using the Authorised Overdraft, you are entitled to request further utilisation, and you are required at the same time to first use such overdraft to repay your obligations due to J&T Banka arising from the execution of your Instructions to Purchase Investment Instruments. In such case, meeting the conditions for utilising the Authorised Overdraft stipulated in the previous paragraph is also deemed a request to utilise the Authorised Overdraft. If you do not meet the conditions for utilising the Authorised Overdraft as at the Authorised Overdraft Maturity Date, J&T Banka will be entitled to proceed in the manner described above in "Credit and Loans of Investment Instruments and Financial Collateral".
- 42.6 The procedure stated above in "Credit and Loans of Investment Instruments and Financial Collateral" will apply for the purpose of determining and monitoring the value of the Collateral for Authorised Overdraft, replenishing the collateral and early forced termination of the Authorised Overdraft.
- 42.7 You expressly agree that following the settlement of the Instruction to Purchase Investment Instruments for the settlement of which the Authorised Overdraft was utilised and which was executed on the PSE:
- 42.7.1 Suspension of the exercise of the owner's right to dispose of a book-entry Investment Instrument and the so-called market blocking of such Investment Instrument will be registered in favour of J&T Banka in respect of your book-entry Investment Instruments kept in the owner account and;
- 42.7.2 Your Investment Instruments will remain in safekeeping at CSDP in an account held in the name of J&T Banka.
- 42.8 You expressly agree that after the settlement of the purchase of Investment Instruments for which the Authorised Overdraft was utilised and which was executed in a foreign market, such Investment Instruments will be recorded in the customer account or in your owner account with respect to which the right of disposal of J&T Banka or a third party is established.
43. Short Sales
- 43.1 Short sales means a situation where you sell Investment Instruments not owned by you at the time the trade is concluded, where, as a rule, you have borrowed these Investment Instruments from J&T Banka or you agree on their delivery in a different manner when the trade is settled. J&T Banka will allow you to short sell if it is able to provide the requested Investment Instruments from available sources. If J&T Banka does not have the requested Investment Instruments at its disposal or cannot arrange for them in some other way, your submitted Instruction to short sell will not be executed.
- 43.2 You have the obligation to return the borrowed Investment Instruments to J&T Banka and pay J&T Banka the fee specified in the Price List within a period agreed with J&T Banka. J&T Banka is entitled to ask you to return the Investment Instruments prior to expiration of the agreed period and in such a case, you are obliged to return the borrowed Investment Instrument to J&T Banka within such period.
- 43.3 The other provisions of these Business Terms and Conditions on credit and loans of Investment Instruments apply mutatis mutandis to the assessment and provision of loans of Investment Instruments.
44. Cash Pooling
- 44.1 J&T Banka is entitled, but not obliged, to provide you with Cash Pooling in the manner set out in the Terms and Conditions. Cash Pooling consists in offsetting credit and debit balances of cash in individual currencies kept within the Cash Component of the Investment Portfolio and calculating the total fee for Cash Pooling.
- 44.2 If, as part of the Cash Pooling operation, J&T Banka ascertains that one or more Cash Components of the Investment Portfolio where cash is kept in individual currencies as part of your Investment Portfolio have a negative balance and simultaneously one or more other Cash Components have a positive balance, J&T Banka will perform the Cash Pooling operation under the terms of this Contract and the Technical and Commercial Terms and Conditions for Cash Pooling as published on the Website in the Investment Services section (hereinafter referred to as the "Cash Pooling Terms and Conditions"). In particular, the Cash Pooling Terms and Conditions regulate how the Cash Pooling Service fee is calculated, how and when such fee is charged, over what periods the calculation is made and at what intervals. ~~If, as part of the Cash Pooling operation, J&T Banka ascertains that all balances in individual Cash Components are positive or zero, or that all balances in individual Cash Components are negative, i.e., negative balances cannot be offset against positive balances, J&T Banka will not perform the Cash Pooling operation.~~
- 44.3 The fees, or the manner in which the fee amount is determined, which you are required to pay for the establishment and maintenance of Cash Pooling under this Contract are set out in the Price List. J&T Banka will deduct the fees from the Cash Component of the Investment Portfolio maintained in the base currency, which is the Czech koruna (CZK), on the dates specified in the Cash Pooling Terms and Conditions.

45. Unauthorised Overdraft
- 45.1 If for any reason (especially as a result of your transactions, change in the value of collateral, change in the minimum collateral required by J&T Banka, withdrawal of funds by you) J&T Banka incurs a claim against you and such claim cannot be considered an Authorised Overdraft, this will constitute the utilisation of an unauthorised overdraft (the "Unauthorised Overdraft").
- 45.2 J&T Banka is entitled to charge interest specified in the Price List for the utilisation of the Unauthorised Overdraft.
- 45.3 You are obliged to repay the Unauthorised Overdraft immediately without being requested by J&T Banka to do so.
- 45.4 If you fail to repay the Unauthorised Debit immediately, you expressly agree that J&T Banka, for the purpose of settling the claims arising from the Unauthorised Overdraft, is entitled to sell a relevant number of Investment Instruments selected by J&T Banka at its own discretion and to use the proceeds from such sale to satisfy its claim as an alternative payment.
46. Transactions in Futures Contracts
- 46.1 Before executing a transaction in futures (opening long or short positions), you are obliged to:
- 46.1.1 Have funds in your Investment Portfolio at least in the amount that corresponds to the value of the Minimum Margin Deposit (a cash deposit specified by J&T Banka that is intended to secure the future fulfilment of obligations under the contract by you and that is set by J&T Banka as a percentage of the agreed value of the contract and that you, if the contract is executed, are obliged to maintain in the Investment Portfolio), which is equal to the value of the initial collateral (margin), the actual amount of which is specified on the Website; or
- 46.1.2 The ratio of the value of Investment Instruments and funds kept in your Investment Portfolio to all of your obligations to J&T Banka must be equal to at least the value of the initial collateral (margin), the actual amount of which is specified on the Website.
- 46.2 If it becomes necessary as part of the daily settlement of gains and losses at the CSDP to deliver funds to the CSDP to replenish the collateral (margin) for your open position to the level of the Minimum Margin Deposit specified by the CSDP, J&T Banka will be entitled to collect such funds from the Investment Portfolio and transfer them to the CSDP.
- 46.3 During an open position in futures, you are always obliged to observe the minimum limit of 30% of the value of the initial collateral.
- 46.4 If you are unable to replenish funds in the Investment Portfolio as necessary, you may close your open position yourself.
- 46.5 You are fully responsible for monitoring the actual amount of the Minimum Margin Deposit specified by J&T Banka and the CSDP and you are fully aware of the risks that may arise if funds in your Investment Portfolio are insufficient to replenish the Minimum Margin Deposit specified by the CSDP and J&T Banka.
- 46.6 If you do not have sufficient funds to replenish the collateral (margin) for the open position in a futures contract, J&T Banka will be entitled to provide you with credit – Authorised Overdraft – for this purpose.
- 46.7 The provisions on the Authorised Overdraft apply to the assessment and provision of credit in connection with transactions in futures contracts.
47. Transactions in Options, Exercise of Options
- 47.1 If you submit an Instruction involving options, you are obliged to ensure that the Instruction contains, in addition to the mandatory requirements, the following information:
- 47.1.1 Type of option (purchase - call or sale - put); and
- 47.1.2 Exercise price (strike price); and
- 47.1.3 Maturity of option (maturity); and
- 47.1.4 Specification of the underlying asset (ISIN).
- 47.2 If the Instruction does not contain all of the required information, J&T Banka is not obliged to execute it.
- 47.3 If the option is out of the money on the maturity date, you are not obliged to take any action and the option will expire.
- 47.4 If the option is in the money on the maturity date, the option is automatically exercised and the specified number of Investment Instruments (the underlying asset) will be bought for you in the case of a call option or the specified number of Investment Instruments (the underlying asset) will be sold in the case of a put option and, consequently, you will be obliged to pay the strike price of the option or deliver the appropriate Investment Instruments.
- 47.5 If the option is exercised, you are obliged to have a sufficient amount of funds or a sufficient number of the specified Investment Instruments in your Investment Portfolio to pay the option strike price or to deliver the Investment Instruments. Otherwise, it will be assumed that you request credit or a loan of Investment Instruments from J&T Banka with all the implications associated therewith under the Contract or these Business Terms and Conditions. J&T Banka will be authorised to close the position ensuing from the exercise of the option if it does not approve your request under the previous sentence, especially in a situation where you do not meet the terms and conditions for being granted credit or a loan of Investment Instruments (e.g., unavailability of the required Investment Instruments, negative credit rating, absence of the appropriate documentation).
48. Currency Conversion
- 48.1 Based on your Instruction, J&T Banka will arrange for you cash-free conversion of currencies in connection with the provision of Investment Services. The Instruction on the currency conversion must at least include:
- 48.1.1 Your identification; and
- 48.1.2 Direction of trade (purchase, sale); and
- 48.1.3 The currency into which the funds are to be converted.
- 48.2 The currency conversion will be subject to an exchange rate agreed between you and J&T Banka. The settlement period for forex trades is usually T+0.
- 48.3 If, at your request, J&T Banka agrees with you on an individual exchange rate (other than the Exchange Rate valid at the time), the conditions of this conversion are binding. If you subsequently refuse to realize the conversion, you are obliged to reimburse J&T Banka for all purposefully incurred costs in connection with the unrealized transaction.
49. Investment Advisory
- 49.1 J&T Banka can provide you with Investment Advisory. J&T Banka does not provide regular portfolio evaluation.
- 49.2 J&T Banka provides Investment Advisory only in a portfolio manner. A portfolio manner means that J&T Banka will provide you with personalised 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 personalised needs, knowledge and other indicators.
- 49.3 J&T Banka will evaluate your personalised needs, knowledge and other indicators on the basis of a completed investment questionnaire. The 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 will consider the suitability of the recommendation contained in Investment Advisory so as to act in your best interest.
- 49.4 J&T Banka provides Investment Advisory through the document "Suggested Portfolio Changes". Suggested Portfolio Changes contain in particular:
- 49.4.1 J&T Banka's investment recommendation to purchase or sell Investment Instruments or other Banking Products; and
- 49.4.2 Information in what manner J&T Banka has determined the suitability of recommendation with respect to the overall portfolio mix (statement on suitability); and
- 49.4.3 Target portfolio; and
- 49.4.4 Set of Instructions to carry out the recommendation.
- 49.5 J&T Banka will present the Suggested Portfolio Changes to you in printed form during a personal meeting or electronically. If you use Internet Banking, J&T Banka will also send the Suggested Portfolio Changes in electronic form as an Internet Banking message.
- 49.6 The validity of a specific recommendation is defined in the Suggested Portfolio Changes. 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 individually with the conditions for its acceptance and execution.
- 49.7 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.
- 49.8 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.
- 49.9 Instructions to handle Investment Instruments on the basis of Investment Advisory may be submitted only via a designated form (set of Instructions), which you will receive with the Suggested Portfolio Changes.

- 49.10 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.
- 49.11 J&T Banka hereby notifies you that it 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.
- 49.12 You agree to the provision of Investment Advisory based on the terms and principles set out in the Business Terms and Conditions and the conditions of Investment Advisory. The conditions of Investment Advisory are published by J&T Banka on the Website in the Investment Services section in the document titled "Conditions of Investment Advisory".
- 49.13 You may not publish the content of the received Investment Advisory or provide it to third parties.
50. Management of Managed Portfolios
- 50.1 For the purpose of managing a Managed Portfolio, J&T Banka is authorised to perform any operations (acts) that it deems appropriate and expedient within the scope agreed under the Contract, especially to conclude related contracts of purchase, sale and safekeeping of Investment Instruments, contracts of deposit and contracts on primary subscription of Investment Instruments, as well as to carry out foreign exchange operations associated with these transactions while exercising the corresponding professional care.
- 50.2 Professional care in particular means any action taken by J&T Banka in your interest to achieve the purpose of the Contract while maintaining confidentiality and prudence. J&T Banka will purchase and sell Investment Instruments in the Managed Portfolio so as to achieve the best attainable conditions at the given moment. For this purpose, J&T Banka is authorised to aggregate Instructions to buy and sell Investment Instruments with other Instructions, sell to you an Investment Instrument in its ownership or purchase an Investment Instrument from you.
- 50.3 J&T Banka will strive for the optimum performance of the Managed Portfolio with regard to the arrangements in the Contract that define the admissible degree of risk. J&T Banka does not guarantee to you any specific appreciation or growth in market value of the Managed Portfolio in any time period. J&T Banka does not guarantee that during the existence of the Managed Portfolio there will be no decrease in the market value of the Investment Instruments in the Managed Portfolio and it is not liable in any way to you for any such decrease.
- 50.4 You are entitled to dispose of Investment Instruments in the Managed Portfolio solely via J&T Banka in a manner set out in the Contract. You are not authorised to submit to J&T Banka Instructions regarding transactions in Investment Instruments in the Managed Portfolio.
- 50.5 J&T Banka commences management of the Managed Portfolio from the date on which the Investment Instruments become available to J&T Banka in the Managed Portfolio. J&T Banka manages only Investment Instruments that are available in the Managed Portfolio.
- 50.6 You are obliged to notify J&T Banka of your intent to deliver to J&T Banka Investment Instruments that are to become part of the Managed Portfolio. You must be the exclusive and unrestricted owner and holder of the right to handle and dispose of such Investment Instruments.
- 50.7 You are entitled to submit an Instruction to transfer funds from the Managed Portfolio at any time.
- 50.8 You are also entitled to request at any time the removal of any part of the assets consisting of Investment Instruments from the portfolio by way of a notification.
- 50.9 For the purposes of the transfer of funds from the Managed Portfolio, J&T Banka will decide at its own discretion which Investment Instruments will be used to obtain funds that are the subject of the Instruction to transfer funds.
- 50.10 J&T Banka will send funds that are the subject of the Instruction to transfer funds to the Authorised Account within fifteen (15) Business Days of receiving the Instruction to transfer funds, provided the Managed Portfolio is sufficiently liquid. In the opposite case, J&T Banka will send funds within five (5) Business Days of the day of receiving them.
- 50.11 You remain the owner of all Investment Instruments in the Managed Portfolio until a certain portion of the Investment Instruments is settled as part of transactions managed by J&T Banka.
- 50.12 You hereby acknowledge and agree that the Investment Instruments may be kept in owner accounts together with Investment Instruments of other clients of J&T Banka. J&T Banka keeps analytical records in respect of owner accounts, enabling it to identify at any time the owner of the Investment Instruments kept in the owner account.
- 50.13 Investment instruments that J&T Banka purchases or otherwise obtains for you as of the day of conclusion of the Contract, as well funds that will be credited in favour of the Managed Portfolio to client cash accounts, and all revenue ensuing from the various investments of the Managed Portfolio, such as capital gains, interest, dividends and paid out coupons, will automatically become part of the Managed Portfolio. If you receive any payment from a third party in connection with the assets contained in the Managed Portfolio, such payment will be deemed, for the purposes of calculating remuneration under the Price List, return on the Managed Portfolio (increase in its value).
- 50.14 J&T Banka sends you at least the following information once a month:
- 50.14.1 Monthly report on the balance of the portfolio; and
- 50.14.2 Final confirmation of executed transactions in the respective month; and
- 50.14.3 Statements from the various client accounts for the respective month.
- 50.15 You may request in writing that information according to the preceding article be no longer sent. The information referred to in the preceding article is not an asset statement provided according to the applicable legal regulations.
- 50.16 J&T Banka will send an asset statement as part of asset management every six (6) months in a manner agreed in the Contract. You may request in writing to receive an asset statement every three (3) months.
- 50.17 J&T Banka will send an asset statement as part of asset management once a month only if the Contract with you allows the management of the Managed Portfolio with the use of leverage.
- 50.18 You are obliged to provide J&T Banka with the cooperation necessary for the management of the Managed Portfolio, especially to grant the required powers of attorney in favour of J&T Banka.
- 50.19 J&T Banka is not authorised to act on your behalf in matters regarding voting rights ensuing from the Investment Instruments contained in the Managed Portfolio. If you are interested in such type of representation, this will be the subject of a special contract between you and J&T Banka.
51. Safekeeping of Certificated Investment Instruments
- 51.1 J&T Banka accepts for safekeeping only certificated Investment Instruments owned by you and not originating from dishonest sources.
- 51.2 J&T Banka accepts certificated Investment Instruments for safekeeping on the basis of handover certificates. Upon the signing of a handover certificate by J&T Banka and you, an agreement on the safekeeping of Investment Instruments (hereinafter referred to as an "Individual Safekeeping Agreement") is concluded for the duration of safekeeping of the Investment Instruments with J&T Banka. The purpose of such Individual Safekeeping Agreement is the safekeeping of the Investment Instruments specified in the handover certificate. The rights and duties under the Individual Safekeeping Agreement are governed by the Contract and the Terms and Conditions.
- 51.3 You will pay J&T Banka a fee for the services provided to you by J&T Banka under the Individual Safekeeping Agreement in an amount agreed with J&T Banka on the basis of the total nominal value of the Investment Instruments in safekeeping (the "Safekeeping Fee"). You will pay the Safekeeping Fee to J&T Banka once a year, based on a tax document issued by J&T Banka. If you terminate the Individual Safekeeping Agreement in the course of the year, you will pay the Safekeeping Fee to J&T Banka in a pro-rata amount based on the duration of the Safekeeping Agreement. Such pro-rata fee will be charged to you by J&T Banka at the time of the annual accounts.
- 51.4 J&T Banka accepts for safekeeping, releases from safekeeping or otherwise handles certificated Investment Instruments based on your Instructions or as provided by legal regulations.
- 51.5 J&T Banka will hold the certificated Investment Instruments in safekeeping and protect them from loss, destruction, damage or deterioration.
- 51.6 J&T Banka will only release certificated Investment Instruments to you or to a person authorised by you or to a person who otherwise proves that he/she has the right to receive such Investment Instruments. You must submit the request for the release of certificated Investment Instruments to J&T Banka at least five (5) Business Days in advance.
- 51.7 If J&T Banka accepts certificated Investment Instruments for individual safekeeping, it will return to you the same certificated Investment Instruments that you deposited. If J&T Banka accepts certificated Investment Instruments for collective safekeeping, it will return fungible certificated Investment Instruments to you.
- 51.8 J&T Banka is liable to you for damage caused by the loss or destruction of certificated Investment Instruments or by damage to them, unless it could not have prevented it while exercising professional care. A decrease in the market value of the certificated Investment Instruments is not considered damage. J&T Banka is not liable for any damage arising from the breach of any of your obligations or arising from the submission of certificated Investment Instruments for endorsement or cancellation of endorsement.
- 51.9 If you request through J&T Banka the issuance of a promissory note, which is to be issued by the maker (the "Promissory Note Issuer") on the basis of the Issuance Terms and Conditions - Promissory Note Agreement, to which you have acceded by your declaration of adherence to the Issuance Terms and Conditions (the Issuance Terms and Conditions - Promissory Note Agreement hereinafter referred to as the "Issuance Terms and Conditions") (a promissory note issued on the basis of the Issuance Terms and Conditions

hereinafter referred to as the "Promissory Note"), you also submit to J&T Banka, with the request for the issuance of the Promissory Note, a proposal for the conclusion of an Individual Safekeeping Agreement, the subject of which is the safekeeping of the Promissory Note. With the request for the issuance of the Promissory Note, you also request that J&T Banka accept the Promissory Note for safekeeping.

- 51.10 The Individual Safekeeping Agreement on the safekeeping of the Promissory Note is concluded at the time of issuance of the Promissory Note. J&T Banka will also accept the Promissory Note for safekeeping at that time. J&T Banka will issue a confirmation to you that it has accepted the Promissory Note for safekeeping.
- 51.11 If you place the Promissory Note for safekeeping with J&T Banka pursuant to the Individual Safekeeping Agreement, J&T Banka will arrange for you the receipt of the payment of claims arising to you from the Promissory Note (the "Promissory Note Claim"). J&T Banka will arrange for you the payment of the Promissory Note Claim on the due date of the Promissory Note Claim.
- 51.12 Services related to the placement of the Promissory Note in safekeeping and the payment of the Promissory Note Claim are provided to you free of charge by J&T Banka. J&T Banka's entitlement to remuneration for other services provided under the Contract is not affected by the preceding sentence.
- 51.13 If you enter into a pledge agreement in respect of the certificated Investment Instruments in safekeeping, you must notify J&T Banka immediately after entering into the pledge agreement. In the notification pursuant to the preceding sentence, you must provide the numbers of the pledged certificated Investment Instruments and information about the pledgee and the secured claim. The pledgee, the debtor or the pledgor may perform this obligation on your behalf.
- 51.14 If certificated Investment Instruments that are transferable by endorsement are the subject of security interest, you must notify J&T Banka immediately after the conclusion of the pledge agreement that you require the presentation of such certificated Investment Instruments for marking the pledge endorsement. Such certificated Investment Instruments will be produced by J&T Banka at its seat on a given date. You must mark the endorsement on the certificated Investment Instrument without undue delay. After marking the endorsement, you must return the certificated Investment Instruments to J&T Banka. The certificated Investment Instrument in this case does not pass into the possession of a person other than J&T Banka. Presentation of the certificated Investment Instrument for endorsement does not constitute the release from safekeeping.
- 51.15 If J&T Banka is not the pledgee under a statutory security interest, J&T Banka will release the certificated Investment Instrument subject to the security interest to you only with the written consent of the pledgee.
- 51.16 If the security interest in the certificated Investment Instrument expires, you must notify J&T Banka immediately. The pledgee, the debtor or the pledgor may perform this obligation on your behalf. If the notifying party is not the pledgee, the notification must be accompanied by documents proving that the security interest has expired. If the security interest in the certificated Investment Instrument expires, you must ensure that the pledgee complies with its obligation to delete the pledge endorsement promptly after the expiration of the security interest. You must notify J&T Banka at least five (5) Business Days in advance that the pledge endorsement will be deleted.
- 51.17 Certificated Investment Instruments will be recorded by J&T Banka at their nominal value.
52. Financial Market Data
- 52.1 As part of trading via Internet Banking and under the terms and conditions stipulated by J&T Banka, you are entitled to access data from financial markets ("Market Data").
- 52.2 You may use Market Data obtained under the Contract exclusively for your own use and in connection with the Contract. You may not disseminate Market Data or use them in favour of third parties. Failure to observe this obligation will be deemed a serious breach of the Contract on your part.
- 52.3 Within your access to Market Data, you are entitled to be provided final prices of each investment instrument from the previous trading day free of charge.
- 52.4 Subject to the terms set forth by J&T Banka, you may be provided with access to Market Data from selected markets in real time or with a pre-defined maximum delay. J&T Banka may charge a fee for your access to such Market Data; the fee amount is set in the Price List. You acknowledge that the access to such Market Data is provided by J&T Banka through a contractual partner and J&T Banka is not liable in any way for the accuracy of the data content, the reported currency of data or for any unavailability thereof not caused by J&T Banka.
53. Reporting of Derivative Trades to Trade Repositories
- 53.1 The parties agree that if you are an entrepreneur and perform a transaction falling within the scope of your business activities (hereinafter the "Reporting Client"), which will result in the opening, change or closing of a position in an Investment Instrument under Sec. 3 (1) (d) or (g) of the Capital

Market Undertakings Act (hereinafter the "Derivative Trade"), J&T Banka will fulfil the reporting obligation in the name and on the account of the Reporting Client arising under Art. 9 of the Regulation of the European Parliament and Council No. 648/2012 of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (hereinafter "EMIR"), as amended (hereinafter the "Reporting Obligation"). The Reporting Client agrees that as part of the Reporting Obligation, J&T Banka will transfer derivative transaction data to a person registered as a trade repository in accordance with Art. 55 of EMIR or to a person recognised as a trade repository in accordance with Art. 77 of EMIR (hereinafter the "Trade Repository") or to the European Securities and Markets Authority (ESMA) as prescribed in EMIR and in the Commission Delegated Regulation (EU) No. 148/2013 and in the Commission Implementing Regulation (EU) No. 1247/2012 in the form, within the time limits and under the terms and conditions set forth therein.

- 53.2 The Reporting Client hereby authorises J&T Banka to fulfil the Reporting Obligation and expressly agrees that J&T Banka should authorise a representative at its own discretion to fulfil the Reporting Obligation.
- 53.3 The Reporting Client undertakes to provide to J&T Banka upon request and within the time limit determined by J&T Banka all information required by J&T Banka for the purpose of properly performing the Reporting Obligation of the Reporting Client. Such information must be true, accurate and complete.
- 53.4 The Reporting Client acknowledges and agrees that certain data regarding Derivative Trades which become the subject of the Reporting Obligation may be disclosed to the public or other entities in the anonymised form by the Trade Repositories as a part of the performance of their activities.
- 53.5 The Reporting Client is obliged to inform J&T Banka whether they wish to fulfil the Reporting Obligation under this Article on their own or through a third party.
54. Conflict of Interest
- 54.1 J&T Banka issues rules, the so-called Policy on Conflict of Interests, in relation with the provision of Investment Services. 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 a conflict of interest. You will find the Policy on Conflict of Interest and the Rules for Receiving and Providing Incentives on the Website in the Investment Services section.
- 54.2 J&T Banka manages a conflict of interest between:
- 54.2.1 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;
- 54.2.2 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 executives and committed representatives on the one hand, and clients or potential clients of J&T Banka on the other;
- 54.2.3 Clients or potential clients of J&T Banka mutually;
- 54.2.4 Tied Agents on the one hand, and their clients on the other;
- 54.2.5 Intermediaries on the one hand, and their clients on the other.
- 54.3 If a conflict of interest cannot be prevented, J&T Banka will always act fairly and in your best interest. In particular, J&T Banka will always put your interests ahead its own interests or the interests of entities forming a business group with J&T Banka. If there is a conflict of interest among clients, J&T Banka will seek to secure a fair solution. If a fair solution cannot be secured, J&T Banka has the right to reject the provision of the Investment Services.
- 54.4 In cases where conflicts of interest cannot be effectively prevented, J&T Banka will inform you of the existence of the conflict of interest, or of its nature and sources, prior to the provision of the Investment Services. If J&T Banka informs you of the existence of a conflict of interest, you have the right to decline the Investment Service.

IX. SECTION – INTERNET AND TELEPHONE BANKING

55. Setting up and Termination of Internet Banking
- 55.1 The Contract on the Use of Internet Banking is concluded at the moment when J&T Banka delivers the Security Features (Password for Access to Internet Banking or the Authorisation Key) to you and you activate Internet Banking.
- 55.2 Internet Banking is activated when you first log in to Internet Banking. You must change your password to access Internet banking when you first log in.
- 55.3 If you have access to Internet Banking on the basis of another contract with J&T Banka, your Security Features relating to the contract are considered to be 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 established for you 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.
- 55.4 J&T Banka will set up Internet Banking for a minor Client only at the request of his/her statutory representative. J&T Banka will grant access to the Internet Banking of a minor Client to his/her statutory representatives.
- 55.5 For a trouble-free use of Internet Banking, you must have the technical equipment specified in the Internet Banking user documentation.
- 55.6 The Internet Banking User may use only one mobile phone number to receive Authentication and Authorisation Codes. The same mobile phone number cannot be used by more than one Internet Banking user.
- 55.7 You can terminate access to Internet Banking by submitting a written request to terminate access to Internet Banking. J&T Banka will terminate access to Internet Banking by the next Business Day after the day the request is delivered, unless you specify a later date in the request.
56. Operation and Security of Internet Banking
- 56.1 For information on how to use Internet Banking, see the Internet Banking user documentation.
- 56.2 Internet Banking can be used continuously twenty-four (24) hours a day, seven (7) days a week. J&T Banka may suspend or limit Internet Banking for a time necessary for maintenance or data processing.
- 56.3 You must authorise selected requests by entering the Authorisation Code or by confirming the Authorisation Notification in the Mobile Key. You will be informed about the processing status of each request by J&T Banka in Internet Banking.
- 56.4 The individual Internet Banking Security Features, in particular the Internet Banking username and password for Internet Banking, must meet the current security requirements specified in the Internet Banking user documentation. You must protect Internet Banking Security Features against disclosure. You must also protect the Authorisation Key and your mobile telephone used for authentication through SMS or the Mobile Key against misuse or loss. You must report any misuse or suspicion of misuse immediately to J&T Banka at 800 707 606 (from abroad +420 221 710 706).
- 56.5 You may request written confirmation that misuse or suspected misuse has been reported to J&T Banka within eighteen (18) months of reporting it.
- 56.6 If J&T Banka records:
- 56.6.1 Three (3) consecutive attempts to log in to Internet Banking with an incorrect password for access to Internet Banking; or
- 56.6.2 Three (3) consecutive entries of an incorrect Authentication or Authorisation Code; or
- 56.6.3 Breach of the protection and security of Internet Banking or Mobile Key;
- J&T Banka may block your access to Internet Banking until further notice.
- 56.7 If you enter an incorrect PIN five times (5) consecutively in the DIGIPASS 270 Authorisation Key, the Authorisation Key will be blocked.
- 56.8 If you enter an incorrect Mobile Key password three times (3) consecutively, the Mobile Key will be blocked. While the Mobile Key is blocked, J&T Banka will be sending you the Authentication and Authorisation Code via SMS to your mobile phone number.
- 56.9 J&T Banka must inform you that it has blocked your access in an email sent to your e-mail address specified in the Contract or by telephone. You can unblock access to Internet Banking through your Private Banker or at 800 707 606 (from abroad +420 221 710 706).
- 56.10 If you wish to change the mobile phone number used to send an SMS with the Authentication or Authorisation Code, you must notify J&T Banka personally at the Point of Sale or in writing with an officially authenticated signature.
- 56.11 In the case of the misuse or disclosure of Internet Banking Security Features, you bear a loss of up to EUR 50 from unauthorised payment transactions until you notify J&T Banka according to these Business Terms and Conditions. Any losses exceeding this amount will be covered by J&T Banka. If the misuse or disclosure of Internet Banking Security Features is due to gross negligence or fraudulent conduct, you are fully responsible for the damage incurred.
57. Setting up and Termination of Telephone Banking
- 57.1 The Contract on the Use of Telephone Banking is concluded once J&T Banka has delivered the Security Features (password for access to Telephone Banking) to you.
- 57.2 If you have access to Telephone Banking on the basis of another contract with J&T Banka, your Security Features relating to the contract are considered to be 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 established for you 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.
- 57.3 J&T Banka does not set up Telephone Banking for a minor Client. At the request of the statutory representative of a minor Client, J&T Banka will grant access to Telephone Banking of a minor Client to the statutory representative of the minor Client.
- 57.4 You can terminate access to Telephone Banking by submitting a written request to terminate access to Telephone Banking. J&T Banka will terminate access to Telephone Banking by the next Business Day after the day the request is delivered, unless you specify a later date in the request.
58. Operation and Security of Telephone Banking
- 58.1 Telephone banking is available through a designated telephone line.
- 58.2 J&T Banka may suspend or limit Telephone Banking for the time necessary for its maintenance or data processing.
- 58.3 You must protect Telephone Banking Security Features against disclosure, in particular the Telephone Banking password. You must report any misuse or suspected misuse immediately to J&T Banka at 800 707 606 (from abroad +420 221 710 706).
- 58.4 You may request written confirmation that misuse or suspected misuse has been reported to J&T Banka within eighteen (18) months of reporting it.
- 58.5 J&T Banka may block your access to Telephone Banking until further notice if it records three (3) consecutive attempts to sign in to Telephone Banking with an incorrect Telephone Banking password.
- 58.6 J&T Banka may also block your access to Telephone Banking if it detects a breach of the protection and security of Telephone Banking.
- 58.7 J&T Banka must inform you that it has blocked your access to your e-mail address specified in the Contract, via Internet Banking or by telephone. You can unblock access to Telephone Banking through your Private Banker or at 800 707 606 (from abroad +420 221 710 706).
- 58.8 If you wish 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.
- 58.9 In the case of the misuse or disclosure of Telephone Banking Security Features, you bear a loss of up to EUR 50 from unauthorised payment transactions until you notify J&T Banka according to these Business Terms and Conditions. Any losses exceeding this amount will be covered by J&T Banka. If the misuse or disclosure of Telephone Banking Security Features is due to gross negligence or fraudulent conduct, you are fully responsible for the damage incurred.
59. Payment Limits
- 59.1 The Payment Limit for a mobile phone number and the Mobile Key is CZK 2,500,000 per day. The Payment Limit for the DIGIPASS 270 Authorisation Key is CZK 5,000,000 per day. The Payment Limit for Telephone Banking is CZK 2,500,000 per 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 the Current Account.
60. Authorised Account User
- 60.1 You may request that J&T Banka allow an Authorised Account User to control your Bank Products through Internet Banking or Telephone Banking.
- 60.2 Based on your request, J&T Banka will grant the Authorised Account User access to Internet Banking or Telephone Banking and enable the Authorised Account User to control your Banking Products. In your request for granting access to the Authorised Account User to Internet Banking or Telephone Banking, you specify the scope of the Authorised Account User's authorisation. You determine the scope of the Authorised Account User's authorisation as Active Access, Passive Access or Submitter Access. The Authorised Account User may only perform operations via Internet Banking or Telephone Banking as have been authorised by you. The scope of authorisation is the same for Internet Banking and Telephone Banking.
- 60.3 The Authorised Account User can use Internet Banking or Telephone Banking in the same way as you. The Authorised Account User may obtain information about cash flow, balances or other handling of your Banking Products.
- 60.4 You must ensure that the Authorised Account User is aware of the scope of his/her authorisation. You are responsible for the Authorised Account User's conduct and the operations performed by him/her through Internet Banking or Telephone Banking.
- 60.5 We will deliver the Security Features for the Authorised Account User only to you. You will hand over the Security Features to the Authorised Account User.
- 60.6 The Authorised Account User may terminate access to Internet Banking or Telephone Banking only for himself/herself. Only you can terminate the Authorised Account User's access to Internet Banking or Telephone Banking. J&T Banka will terminate access to Internet Banking or Telephone Banking by the next Business Day after the day the request is delivered, unless you or the Authorised Account User specify a later day in the request.

- 60.7 Your rights and obligations set forth in this section of the Business Terms and Conditions also apply to the Authorised Account User.
- X. SECTION – COMMON PROVISIONS
61. Fees, Commissions, Costs and Taxes
- 61.1 J&T Banka may charge a fee for the use of certain Banking Products and Investment Services. Information on fees, commissions and costs for the use of Banking Products and the provision of Investment Services can be found in the Price List. The Price List includes the total cost of the Investment Services provided, including all costs and fees associated with the provision of the Investment Service.
- 61.2 If you are a non-entrepreneurial natural person and if the Contract permits the opening and maintenance of a Current Account, J&T Banka will provide to you the Fee Information Document before the conclusion of the Contract. The Fee Information Document contains standardised information on fees for the use of the main services associated with the payment account. Fees in the Fee Information Document are denominated in the currency of the fee as specified in the Price List. The Fee Information Document is also available on the Website and at the Points of Sale.
- 61.3 You must familiarise yourself with the Price List by the day of signing the Contract and thereafter sufficiently in advance before submitting the Application for a Banking Product, Payment Order or Instruction.
- 61.4 J&T Banka charges fees, commissions and costs for the use of Banking Products to the Account with respect to which the service is provided. You have the right to specify the Account to which fees, commissions and costs should be preferentially charged.
- 61.5 J&T Banka charges fees, commissions and costs related to the provision of Investment Services:
- 61.5.1 In the case of the sale of Investment Instruments in the form of a deduction from the sale price; or
- 61.5.2 In the case of the purchase of Investment Instruments in the form of a charge to the purchase price or the Cash Component of your Investment Portfolio; or
- 61.5.3 In other cases, to the Cash Component of your Investment Portfolio.
- 61.6 If you are a tax resident of the Czech Republic, J&T Banka will withhold any tax in accordance with the Income Tax Act. If you are not a tax resident of the Czech Republic and if you do not provide J&T Banka with confirmation of your tax domicile or other documents as required by J&T Banka in this context for the application of the benefits of a double taxation treaty or other international tax treaty (lower or zero tax rate), J&T Banka will not apply the benefits of these treaties in accordance with the Income Tax Act and related regulations and it will make the relevant tax withholdings and advance tax payments in accordance with the Income Tax Act and related regulations. 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 provide evidence of this to J&T Banka without undue delay.
- 61.7 In connection with the Contract and Banking Products, other tax obligations may arise besides those already fulfilled through J&T Banka.
62. Communication
- 62.1 You can communicate with J&T Banka in the following manner:
- 62.1.1 In person; or
- 62.1.2 In writing; or
- 62.1.3 By telephone; or
- 62.1.4 Through data box; or
- ~~62.1.5~~ 62.1.5 By e-mail; or
- ~~62.1.5~~ 62.1.6 [Through the Bloomberg network; or](#)
- ~~62.1.6~~ 62.1.7 [Through the Website; or](#)
- ~~62.1.7~~ 62.1.8 [Through Internet Banking; or](#)
- ~~62.1.8~~ 62.1.9 [Through Telephone Banking; or](#)
- ~~62.1.9~~ 62.1.10 [Through the Tied Agent; or](#)
- ~~62.1.10~~ 62.1.11 [Through the Intermediary.](#)
- 62.2 J&T Banka requires a certain type of communication for certain situations or actions. You will bear all the costs that you incur when communicating with J&T Banka.
- 62.3 You can communicate with J&T Banka in Czech or in Slovak. You can communicate in another language with J&T Banka only upon mutual agreement.
- 62.4 A written document is deemed to have been delivered to J&T Banka at the moment at which J&T Banka can handle the written document for the first time.
- 62.5 All written documents will be sent by J&T Banka using postal services to the Correspondence Address. Written documents sent to you by J&T Banka are deemed to have been delivered:
- 62.5.1 In the case of a courier service, at the moment of confirmation of the receipt or your refusal to receive the consignment or at the moment when the courier service declares the consignment undeliverable; or
- 62.5.2 In the case of ordinary or registered mail, upon the lapse of seven (7) calendar days of dispatch; or
- 62.5.3 In the case of mail with a delivery note, upon the receipt.
- 62.6 J&T Banka is not responsible for the loss or destruction of the consignment or damage thereto during shipment.
- 62.7 J&T Banka will provide Confidential Information to you in telephone communication only through Telephone Banking.
- 62.8 Notifications sent by J&T Banka to you by e-mail are deemed to have been delivered at the time of being sent to the specified e-mail address.
- 62.9 J&T Banka will send you particularly the following through the Website or Internet Banking or by e-mail:
- 62.9.1 Documents relating to the Contract as amended and information on any changes thereto; and
- 62.9.2 Information on facts as determined by the 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. Information sent to you by electronic mail may also be in another language, upon mutual agreement.
- 62.10 You acknowledge that e-mail communication may result in the loss, destruction, incomplete or delayed delivery, unlawful acquisition, use or misuse of the transmitted data. Both you and J&T Banka must proceed in a manner to reduce the risks to the minimum.
63. Statements, Information on Executed Instructions
- 63.1 J&T Banka will send you Banking Product Statements via Internet Banking, unless agreed otherwise.
- 63.2 J&T Banka will send you the Current Account Statement and the Card Transactions Statement once a month. J&T Banka will always send you the Deposit Statement after any change. If there is no change in the Banking Product during the relevant period, J&T Banka will not issue the Statement for that Banking Product. You may also agree on other frequency of Statements with J&T Banka.
- 63.3 Information on an executed Instruction/~~trade~~, which will contain information to the extent stipulated by legal regulations, will be sent to you by J&T Banka by the next Business Day following the execution of the Instruction/~~trade~~, unless provided 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 notify you of the executed Instruction/~~trade~~ by the next Business Day after the receipt of the confirmation from such third party.
- ~~63.4~~ [In the case of the Instruction to Purchase – Regular Investment, J&T Banka will send you information about the executed Instruction/~~trade~~ within a monthly overview of all executed Instructions and cash flows for the past calendar month.](#)
- ~~63.4~~ 63.5 J&T Banka will send you a monthly overview of all executed Instructions and cash movements for the past calendar month after the end of the calendar month. J&T Banka gives you access to information on the executed Instructions and a monthly overview of all your executed Instructions and all cash movements for the past calendar month through Internet Banking.
- ~~63.5~~ 63.6 J&T Banka will send you information on your assets recorded in your Investment Portfolio, to the extent and under the conditions set out in legal regulations, at least once (1) per quarter through Internet Banking.
- ~~63.6~~ 63.7 J&T Banka hereby notifies you that information on the executed Instructions, balances and movements of Investment Instruments and funds recorded in the Investment Portfolio published via Internet Banking is only of preliminary non-binding nature until the trade is settled. The information becomes binding only when the trade is settled.
- ~~63.7~~ 63.8 As soon as you receive the Statement or information on the executed Instructions, you must check the correctness of the data. If the data are not correct, you must notify J&T Banka without undue delay.
- ~~63.8~~ 63.9 The Statement or information on the executed Instructions is deemed to have been delivered even if delivery fails for reasons attributable to you.
- ~~63.9~~ 63.10 After the end of the calendar year, J&T Banka will inform you about the balance of your funds in your Accounts in the Statement for December.
- ~~63.10~~ 63.11 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 that may have been charged or credited to your Current Account during this period. This information will be provided by J&T Banka in the

- currency of the Current Account. Information about the fees will be provided by J&T Banka in the currency of the relevant fee, as stated in the Price List.
64. Personal Data and Confidential Information
- 64.1 In relation to the negotiation of the Contract and performance of the Contract, J&T Banka informs you of the scope and purpose of the processing of your personal data, of the entities that will process your personal data, of the manner of processing and of other rights and detailed information in the field of personal data protection. J&T Banka will inform you of these facts through the "Information on Personal Data Processing" document. The document is available at Points of Sale and at www.itbank.cz/osobni-udaju, www.itbank.cz/ochrana-osobnich-udaju.
- 64.2 Prior to the conclusion of the Contract and during the term of the Contract, you must disclose to J&T Banka Confidential Information and provide all Personal Data necessary for the provision of Banking Products and Investment Services. If you fail to do so, J&T Banka may refuse the provision of Bank Products or Investment Services.
- 64.3 According to legal regulations, J&T Banka has to maintain records of all the services that J&T Banka provides and of its activities and transactions. Telephone calls are also recorded. If so you request and if less than five (5) years, or seven (7) years if so required by the relevant supervisory authority, have elapsed since the recording, J&T Banka will provide copies of the records to you. If J&T Banka provides a copy of the records to you, you will pay J&T Banka the costs incurred in this respect.
- 64.4 You and J&T Banka must, even after the termination of the Contract, maintain the confidentiality of Confidential Information and protect it from unauthorised disclosure, dissemination, 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 as laid down by legal regulations. Other than as provided in the previous sentence, J&T Banka may only make Confidential Information available to other persons with your explicit consent.
65. Claims and Complaints
- 65.1 If you believe that J&T Banka has not properly fulfilled its statutory or contractual obligations, you may file a claim or complaint with J&T Banka. For information on claims or complaints, please refer to the Complaints Procedure. The Complaints Procedure will be sent to you by J&T Banka at your request.
- 65.2 If your claim or complaint concerns Investment Services, you must file it before you make any further transactions in the Investment Instruments or the funds that are the subject of the claim or complaint.
- 65.3 You can also resolve any disputes in selected areas of financial services out of court. In particular, you have the possibility to contact a Financial Arbitrator. J&T Banka hereby informs you that you can also file a complaint with the supervisory authority.
66. Responsibilities of J&T Banka
- 66.1 J&T Banka is not responsible:
- 66.1.1 For damage arising as a result of circumstances that exclude J&T Banka's liability under applicable legal regulations; or
- 66.1.2 For damage arising out of your actions or omissions to act, breach of your statutory or contractual obligations or an event that you can control; or
- 66.1.3 For damage arising out of your Representative's actions that are inconsistent with your Instructions, the Contract and the Business Terms and Conditions or legal regulations; or
- 66.1.4 For a loss on investment in Investment Instruments or any other loss resulting from the execution of any of your Instructions or your decision, even if your decision to purchase or sell Investment Instruments or the submission of other Instructions is based on a non-individualised general opinion of J&T Banka or its opinion on the appropriateness of the relevant Instruction.
- 66.2 If any event occurs as a result of which you are threatened with damage or incur damage, J&T Banka will take all steps that can be reasonably expected to minimise the adverse effects on you.
67. Offsetting of Claims and Claims of Third Parties
- 67.1 Unless otherwise agreed, you may not offset any claims against J&T Banka against any claims of J&T Banka against you.
- 67.2 J&T Banka may unilaterally offset its due or outstanding claims arising in connection with maintaining Banking Products or providing Investment Services against any of your claims against J&T Banka. J&T Banka may also offset these claims against outstanding claims, claims that cannot be settled by the execution of judgment or that cannot be claimed in court, as well as statute-barred claims. J&T Banka regards an offsetting during the term of Deposit as an early withdrawal.
- 67.3 J&T Banka offsets claims in a foreign currency at the exchange rate for the purchase of the relevant foreign currency according to the Exchange Rates valid on the offsetting date.
- 67.4 If J&T Banka offsets its claims against you, it must notify you without undue delay.
- 67.5 If J&T Banka performs the clearance:
- 67.5.1 Of charges for the provision of services according to the applicable Price List; or
- 67.5.2 On the basis of a final and enforceable decision of a competent authority on the execution of a decision; or
- 67.5.3 Of the withholding tax in accordance with generally applicable legal regulations; or
- 67.5.4 Due to corrective clearance according to generally applicable legal regulations; or
- 67.5.5 To make payments resulting from Card Transactions due by you, including the payment of interest on late payment in connection with Card Transactions; or
- 67.5.6 In other cases, according to generally applicable legal regulations, the Contract or its appendices, or other documents; or
- 67.5.7 In case of the mutual offsetting of claims and obligations between you and J&T Banka in relation to the termination of a Banking Product; or
- 67.5.8 Of 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 arranged by companies that are part of the J&T Group, J&T Banka may, without your consent, debit funds from your Account.
- 67.6 If J&T Banka receives a relevant decision of a court or a state administration body before it becomes final and enforceable, J&T Banka must block funds in your Account up to the amount of the enforceable claim and its accessions.
68. Transfer of Rights and Obligations from Contract
- 68.1 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 assign (including the assignment of a claim or transfer of a right as security) or pledge your claims against J&T Banka arising from the Contract and claims from individual Deposits only with the prior written consent of J&T Banka.
69. Termination of Contractual Relations
- 69.1 You or J&T Banka may terminate the Contract:
- 69.1.1 By agreement of the contracting parties; or
- 69.1.2 By a termination notice; or
- 69.1.3 By withdrawal from the Contract in cases specified by law, the Contract or the Business Terms and Conditions; and/or
- 69.1.4 By other methods according to the Business Terms and Conditions, the Contract or applicable legal regulations.
- 69.2 An agreement to terminate the Contract must be in written form. The Contract ceases to exist under the terms of the agreement. The manner of termination of the Contract and the individual contracts and the method of transfer of your Investment Instruments recorded in the Investment Portfolio are governed by the agreement.
- 69.3 You or J&T Banka may terminate the Contract by a written notice delivered to the other contracting party. You or J&T Banka may terminate the Contract at any time for any reason or without giving a reason. If you terminate the Contract, the notice period is one (1) month and it begins to run from the date on which J&T Banka receives the notice of termination. If J&T Banka terminates the Contract, the notice period is two (2) months and it begins to run from the day the notice is delivered to you.
- 69.4 If the nature of the Banking Product allows, the notice of termination may be submitted with respect to one or more Banking Products set up under the Contract.
- 69.5 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:
- 69.5.1 You mislead J&T Banka by providing incorrect information, a false statement or by not providing some information at all, either by omission or otherwise, and thereby influence J&T Banka's decision to conclude any contract with you; or
- 69.5.2 You are unable to provide satisfactory evidence at J&T Banka's request that you have obtained the funds in a legal manner; or
- 69.5.3 J&T Banka assesses you as a risk at any time within its due diligence measures; or
- 69.5.4 You breach the Contract and Business Terms and Conditions or violate legal regulations in any way; or

- 69.5.5 Your Application for a Banking Product, Payment Order or Instruction is in breach of legal regulations, the Business Terms and Conditions or the Contract; or
- 69.5.6 The content of the Contract has become contrary to legal regulations; or
- 69.5.7 For other reasons specified in the Contract or the Business Terms and Conditions.
- 69.6 The Contract expires if it is terminated:
- 69.6.1 By agreement, on the date specified in the agreement; or
- 69.6.2 By a notice of termination, upon the lapse of the notice period; or
- 69.6.3 By withdrawal from the Contract, upon delivery of the withdrawal to the other contracting party; or
- 69.6.4 By another manner according to the Contract, the Business Terms and Conditions or the applicable legal regulations, at a time specified in the Contract, the Business Terms and Conditions or applicable legal regulation.
- 69.7 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.
- 69.8 If the Contract is terminated by notice and if J&T Banka also maintains a Deposit for you, the termination of the Contract does not affect such Deposit. The Deposit will continue to be governed by the relevant provisions of the Contract and its appendices.
- 69.9 If you deliver to J&T Banka a notice of termination of the Contract or withdraw from the Contract, you must submit by the termination date of the Contract an Instruction to which account J&T Banka is to transfer your Investment Instruments recorded in the Investment Portfolio as at the termination date of the Contract. If you do not submit such Instruction during the notice period:
- 69.9.1 J&T Banka may sell your Investment Instruments on your behalf under the current market conditions and transfer the received funds to your Authorised Account or other account specified by you; and
- 69.9.2 You must pay the costs incurred to J&T Banka and a penalty fee according to the Price List.
- 69.10 After you give a notice of termination of the Contract or withdraw from the Contract, J&T Banka does not have to accept your Applications for a Banking Product or your Instructions, except for Instructions to Sell Investment Instruments.
- 69.11 J&T Banka will invite you in the notice or withdrawal from the Contract to submit within a specified period of time an Instruction to which account J&T Banka is to transfer your Investment Instruments recorded in the Investment Portfolio. If you do not submit such an Instruction within the specified time limit:
- 69.11.1 J&T Banka may sell your Investment Instruments on your behalf under the current market conditions and transfer the received funds to your Authorised Account or other account specified by you; and
- 69.11.2 You must pay the costs incurred to J&T Banka and a penalty fee according to the Price List.
- 69.12 If you or J&T Banka withdraw from the Contract, J&T Banka may immediately declare all your Deposits due and transfer the principal amount of the Deposit along with interest accrued to the day preceding the early maturity day to your Account.
- 69.13 When terminating the Current Account or the Deposit, you must instruct J&T Banka how to handle the balance in that account. Otherwise, J&T Banka will keep the balance until the statutory bar on your claim for the payment of funds from the Account, with the interest rate of 0% p.a.
- 69.14 You must settle all your obligations under the Contract or the Banking Product subject to termination by the termination date of the Contract or the Banking Product. If you terminate the Contract, you must return all Payment Cards to J&T Banka by the first (1) day of the notice period. If J&T Banka terminates the Contract, you must return all Payment Cards within fourteen (14) days of receipt of the termination notice. If you do not return all payment cards within the specified time, J&T Banka may block these Payment Cards.
- 69.15 If J&T Banka incurs a claim upon the termination of the Account or by the use of the Payment Card, you must, at J&T Banka's request, pay this claim without delay. If you fail to do so, J&T Banka may charge interest on late payment according to the Price List.
- 69.16 The right to make Card Transactions will expire upon the return of the Payment Card.
- 69.17 J&T Banka will block funds in the Current Account for a period of thirty (30) days from the date of the return of the Payment Card, the expiration of the Payment Card or the blocking of the Payment Card in an amount equal to the minimum cumulative Transaction Limit for Card Transactions.
- 69.18 In the case of your death, 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 submitted. J&T Banka will continue to execute Payment Orders from the Current Account submitted by you or your Representative. You may specify which Payment Orders should not be executed by J&T Banka after your death. Unless otherwise provided by a power of attorney, your Representative's authorisation will not cease to exist. If you do not have any assets recorded with J&T Banka, J&T Banka has the right to terminate all contractual relations with you.
- 69.19 J&T Banka will handle the funds in the Account and the Investment Instruments according to the final and conclusive decision of a court or other authority in charge of inheritance proceedings.
- 69.20 J&T Banka will transfer funds to a bank account of an authorised heir. J&T Banka will transfer Investment Instruments to an asset account of an authorised heir. If the authorised heir does not have an asset account, he/she must open it. J&T Banka cannot release the Investment Instruments without such asset account.
- 69.21 If the funds in the Account that is to be closed are on the basis of a pending final decision frozen by virtue of ordered execution of a judgment or distraintment by the compulsory debiting of the Account, J&T Banka will terminate the Contract and close the Account after such judgment or distraintment is enforced or after the effect of such order passes. If there are no funds in such Account, J&T Banka will terminate the Contract and close the Account.
- 69.22 If J&T Banka receives a pending decision on the execution of a judgment or distraintment to satisfy a claim from the Deposit, and if the relevant Deposit is a Term Deposit and the Term Deposit becomes payable before such decision becomes final and conclusive, J&T Banka will terminate such Term Deposit at its maturity and freeze the funds up to the amount affected by such execution of the judgment or distraintment. J&T Banka will pay the balance to you. The frozen funds will be paid to you in accordance with the final decision. If the relevant Deposit is a Deposit with a Notice Period, J&T Banka will terminate such Deposit with a Notice Period only partially and freeze the funds up to the amount affected by such execution of the judgment or distraintment in 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.
- 69.23 If J&T Banka receives a notice that the decision on execution of a judgment or distraintment to satisfy a claim from the Deposit has become final and conclusive, the Deposit or the relevant part thereof which corresponds to the amount affected by the enforcement of the judgment or execution will become payable upon delivery of such notice.
- 69.24 If you are a non-entrepreneurial natural person and if you have not concluded the Contract at the Point of Sale, you have the right to withdraw from the Contract:
- 69.24.1 Within fourteen (14) days from the day on which J&T Banka provided you with information according to Section 1843 and Section 1845 (1) of the Civil Code;
- 69.24.2 If J&T Banka has provided you with misleading information, within three (3) months from the day on which you became aware of the misleading information;
- 69.24.3 Within fourteen (14) days from the day of conclusion of the Contract without giving any reason.
- In such a case, you must deliver the withdrawal from the Contract to J&T Banka in written form within specified time limits. If you fail to do so, the withdrawal is not effective.
- 69.25 Delivery means:
- 69.25.1 In the case of personal delivery, the moment of handover to the addressee. If the addressee refuses to accept the document, the document is deemed to have been delivered upon its handover by the person entrusted with the delivery;
- 69.25.2 In the case of delivery by fax, upon confirmation of receipt by the receiving fax machine;
- 69.25.3 In the case of delivery using postal services, three (3) Business Days after dispatch by registered post.
- 69.26 If you are a non-entrepreneurial natural person, you may invoke rules relating to client mobility according to the standard of the Czech Banking Association "Client Mobility Code - Procedure for Changing Payment Account".

XI. SECTION – FINAL PROVISIONS

70. Final Provisions
- 70.1 These Business Terms and Conditions become valid and effective on 1 February 2024 ~~1 June 2023~~.
- 70.2 These Business Terms and Conditions supersede the Business Terms and Conditions of J&T Banka, a. s., for banking and investment services, valid

~~from 19 June 2023, the Business Terms and Conditions of J&T Banka, a. s., for banking services, valid from 5 December 2022, the Business Terms and Conditions of J&T Banka, a. s., for providing investment services, valid from 1 April 2022 and the Business Terms and Conditions of J&T Banka, a. s., for custody investment instruments, valid from 25 May 2019.~~

70.3 The Business Terms and Conditions remain in force after the termination of the contractual relationship until the full settlement of mutual claims arising from or in connection with the Contract.

Appendix 1 Time Limits for Execution of Payment Orders

Maximum time limits for executing Payment Orders within J&T Banka - Payment Order submitted in written form at the Point of Sale

Submission of Payment Order to J&T Banka	Time of Receipt of Payment Order	Crediting of payment to Beneficiary's account
by 5:00 PM on Business Day	same Business Day	same Business Day
after 5:00 PM on Business Day	next Business Day	next Business Day

Maximum time limits for executing Payment Orders within J&T Banka - Payment Order submitted through Internet Banking or Indirect Submission of Payment Order

Submission of Payment Order to J&T Banka	Time of receipt of Payment Order	Crediting payment to Beneficiary's account
by 8:00 PM on Business Day	same Business Day	same Business Day
after 8:00 PM on Business Day	next Business Day	next Business Day

Maximum time limits for executing Payment Orders within J&T Banka - Payment Order submitted through Telephone Banking

Submission of Payment Order to J&T Banka	Time of receipt of Payment Order	Crediting payment to Beneficiary's account
by 5:00 PM on Business Day	same Business Day	same Business Day
after 5:00 PM on Business Day	next Business Day	next Business Day

Maximum time limits for executing Payment Orders within the Czech Republic in CZK - Payment Order submitted in written form at the Point of Sale

Submission of Payment Order to J&T Banka	Time of receipt of Payment Order	Crediting payment to Beneficiary's bank account
by 5:00 PM on Business Day	same Business Day	next Business Day
after 5:00 PM on Business Day	next Business Day	next Business Day

Maximum time limits for executing Payment Orders within the Czech Republic in CZK - Payment Order submitted through Internet Banking or Indirect Submission of Payment Order

Submission of Payment Order to J&T Banka	Time of receipt of Payment Order	Crediting payment to Beneficiary's bank account
by 11:00 AM on Business Day	same Business Day	same Business Day
by 8:00 PM on Business Day	same Business Day	next Business Day
after 8:00 PM on Business Day	next Business Day	next Business Day

Maximum time limits for executing Payment Orders within the Czech Republic in CZK - Payment Order submitted through Telephone Banking

Submission of Payment Order to J&T Banka	Time of receipt of Payment Order	Crediting payment to Beneficiary's bank account
by 11:00 AM on Business Day	same Business Day	same Business Day
by 5:00 PM on Business Day	same Business Day	next Business Day
after 5:00 PM on Business Day	next Business Day	next Business Day

Maximum time limits for executing Payment Orders for outgoing domestic instant payments within the Czech Republic in CZK and Payment Orders for outgoing SEPA instant payments in EUR

Submission of Payment Order to J&T Banka	Time of receipt of Payment Order	Crediting payment to Beneficiary's account
at any time (with the exception of Internet Banking downtime)	instantly	instantly

Maximum time limits for executing Payment Orders abroad or within the Czech Republic in foreign currency

Submission of Payment Order to J&T Banka	Time of receipt of Payment Order	Crediting payment to Beneficiary's bank account
Outgoing payment in EUR to EU/EEA Member States ¹⁾		
by 3:00 PM on Business Day	same Business Day	next Business Day
after 3:00 PM on Business Day	next Business Day	second Business Day
Outgoing payment in currency of EU/EEA Member States (excluding EUR) to EU/EEA Member States		
by 3:00 PM on Business Day	same Business Day	fourth Business Day
after 3:00 PM on Business Day	next Business Day	fifth Business Day
Outgoing payment in other than EU/EEA Member State currency to EU/EEA Member States		
by 3:00 PM on Business Day	same Business Day	fourth Business Day
after 3:00 PM on Business Day	next Business Day	fifth Business Day
Outgoing payment to non-EU/EEA Member State		
by 3:00 PM on Business Day	same Business Day	fourth Business Day
after 3:00 PM on Business Day	next Business Day	fifth Business Day

¹⁾ If a paper Payment Order is submitted, J&T Banka is entitled to extend the above-mentioned time limits by one Business Day.