

**Article 1. Introductory Provisions**

- 1.1 The below Terms and Conditions of the Issue and Use of the Optical Key Card (hereinafter the "**Conditions**") represent the Product Terms and Conditions as foreseen by the General Business Terms and Conditions of the Bank (hereinafter the "**General Conditions**"). These Conditions form part of the Contract. The Client shall be obliged to familiarise himself/herself with them and comply with them.
- 1.2 Terms in the Conditions that begin with a capital letter have the meanings defined in Article 9 hereof.
- 1.3 The Client's right to use the OPK Card arises from a Contract with the Bank.
- 1.4 Upon a mutual agreement of the Client and the Bank, an OPK card can be issued to any current account or deposit account opened after 1 May 2001 and kept with the Bank. An unlimited number of OPK Cards can be issued to one Account. One Holder may dispose of several OPK Cards. The Client and the Bank may agree that a single OPK Card can be used to handle funds in more Accounts.
- 1.5 Costs of the issue of an OPK card and other associated Banking Services shall be governed by the Contract and Tariff of Fees.
- 1.6 Any Banking Service using an OPK can only be provided card upon successful Authentication.
- 1.7 Orders submitted using an OPK card cannot be delivered to the Bank through self-service boxes.

**Article 2. Optical Key Bank Card**

- 2.1 A Holder of the OPK Bank Card can only be a person referred to in the Contract who is, at the same time, an Authorised Individual. The OPK Bank Card is not transferable and may be used only by its Holder. In case of reasonable doubts regarding whether an Order submitted using the OPK Bank Card was presented by the Holder, the Bank shall not be obliged to perform the requested transaction with the funds in the Account.
- 2.2 The Holder shall use the OPK Bank Card particularly for:
  - a) Submitting Orders at any point of sale of the Bank or via telephone banking;
  - b) Retrieving information on a current balance in the Account and movements in the Account balances, in person or over the telephone, at any point of sale of the Bank;
  - c) Depositing cash in the Account in case that identification of the cash depositor is requested by the Bank;
  - d) Submitting or changing a direct debit instruction, in which case the Client must act in person, in accordance with the manner of handling the funds agreed between the Client and the Bank.
- 2.3 A successful Authentication using the OPK Bank Card substitutes the proving of one's identity using an identity card. The Bank shall decide which Banking Services can be provided upon the proving of the identity using the OPK Bank Card. A successful Authentication using the OPK Bank Card is equivalent to an authorising of a payment transaction performed on a basis of an Order.
- 2.4 The Holder shall state the Serial Number in all Orders submitted to the Bank using the OPK Bank Card. By indicating the Serial number in an Order, the Holder instructs the Bank to verify his/her right to submit an Order by Authentication using the OPK Bank Card instead of the manner of handling the funds agreed upon between the Client and the Bank and the Specimen Signature. The fact that an Order has been signed shall not establish the Bank's obligation to verify the signature on the Order against the Specimen Signature.

**Article 3. Optical Key Branch Card**

- 3.1 In case of a Client – natural person, the Holder of the OPK Branch Card may only be the Client himself/herself. In case of a Client – legal person, the Bank shall only issue the OPK Branch Card to the Holder if the Holder is the Client's Corporate Agent and, at the same time, Client's Authorised Individual. If the OPK Card is designed for a branch of a Client – legal person, the Bank shall

only issue a OPK Branch Card to the Holder if he/she is the head of the branch and, at the same time, Client's Authorised Individual.

- 3.2 The OPK Branch Card makes it possible for the Holder to authorise a third party to submit to the Bank Payment Orders and Orders for Cash Withdrawal from the Account signed by the Authorised Individual for amounts over CZK 500,000 or an equivalent in a foreign currency. The Bank may stipulate other cases and manners of using the OPK Branch Card. The Bank may stipulate other cases and manners of the use of the OPK Branch Card.
- 3.3 The OPK Branch Card may also be used by another person upon Holder's consent. By handing over the OPK Branch Card, the Holder authorises such person to the extent specified in Article 3.2 hereof.
- 3.4 A person submitting a Payment Order or Cash Withdrawal Order as per these Conditions on behalf of the Holder using the OPK Branch Card shall be obliged to prove to the Bank his/her identity by producing an identity card.
- 3.5 Orders submitted to the Bank by a third party on behalf of the Holder using the OPK Branch Card must be signed by the Holder as per the Specimen Signature and in accordance with the manner of handling the funds agreed upon between the Client and the Bank. The Serial Number must be indicated on the reverse side of an Order submitted to the Bank by the third person; failing this, the Bank shall not verify the authorisation of the person submitting the Order according to the OPK Branch Card and shall require that such person present a proper power of attorney.
- 3.6 A successful Authentication using the OPK Branch Card is equivalent to an authorising of a payment transaction performed on a basis of an Order.

**Article 4. Contract**

- 4.1 The Contract and its amendments may be entered into at any of Client's points of sale.
- 4.2 By signing the Contract, the Client agrees that the OPK Card be issued to the persons referred to in the Contract.
- 4.3 The Holder shall receive the OPK Card at the Bank's point of sale at which the Contract has been executed. Having received the OPK Card, the Holder shall be obliged to change the original PIN pre-set by the Bank. When changing the PIN, the Holder shall proceed according to the OPK Card User's Handbook received from the Bank. By entering into the Contract, the Client affirms to have read the OPK Card User's Handbook undertakes to comply with its provisions.
- 4.4 Clients and the Bank may agree to use the OPK Card to handle funds in several Accounts kept for various Clients. In case of Clients – legal persons to whose Accounts a joint OPK Card is to be issued, the Bank shall issue the OPK Card only to a person who is a Corporate Agent of all participating Clients – legal persons. It is not possible to issue a single OPK Card to an Account kept for a Client – legal person and to an Account kept for a Client – natural person, unless such natural person is at the same time the Corporate Agent of the Client – legal person.

**Article 5. Increasing / Reducing the Number of Accounts to which the Optical Key Card Is Issued**

- 5.1 The Client and the Bank may agree upon increasing or reducing the number of Accounts and enter into an agreement as per the foregoing sentence by executing a written amendment to the Contract. The amendment to the Contract may be executed at the Bank's point of sale at which the Contract has been entered into or at that one to which the Contract has been transferred, or at another of the Client's points of sale. The amendment shall become effective as of the second Business Day following its signature by the parties. In an amendment to the Contract, the Client shall particularly specify the Serial Number and numbers of Accounts to which an access using the OPK Card is to be established or cancelled.
- 5.2 In case of a threat of misuse of the OPK Card, the Client may request the Bank to cancel the Holder's authorisation to handle the funds in certain or all Accounts using the OPK Card; this shall also

apply to cases where the Bank keeps the aforesaid Accounts for another person. In such case, the Bank and the Client shall execute an amendment to the Contract and the Bank shall send a copy of the amendment to the person for which it keeps the given Accounts.

- 5.3 In case of a threat of misuse of the OPK Card, a person whose Accounts are accessible using the OPK Card may request the Bank to cancel the Holder's authorisation to handle the funds in certain or all Accounts using the OPK Card. The Bank shall issue a written confirmation of the cancellation of the right to handle the funds in the Account and send a copy of the confirmation to the Client.

#### **Article 6. Using the Optical Key Card under the System of Payment**

##### **6.1 Cash Advance service**

When using the Cash Advance Banking Service to withdraw cash in the Czech Republic, at a point of sale of the Bank that is not the Client's point of sale, the Bank shall perform the Authentication of the Holder through the OPK Bank Card. The name of the Holder whose Authentication the Bank performs using the OPK Bank Card must be identical with that printed on the presented payment card.

##### **6.2 Ordering cash from abroad**

In case of a sudden shortage of funds when abroad, the Holder of the OPK Bank Card may ask the Bank to send him/her required funds speedily. The Authentication shall be made over the telephone using the OPK Bank Card, while the request shall be sent to the Bank by fax.

##### **6.3 Prompt payment**

The Holder may perform a prompt payment using the OPK Bank Card at any of Bank's points of sale. A prompt payment with the OPK Branch Card cannot be performed unless the Holder is successfully authenticated by means of the OPK Branch Card, the person presenting a prompt payment order is identified by his/her identity card, and the signature(s) on a prompt payment order complies/comply with the manner of handling the funds agreed between the Client and the Bank and the valid Specimen Signature. A Prompt Payment Order submitted using the OPK Branch Card may only be submitted to the Bank by a person signed on such payment order.

##### **6.4 Bank cheques**

The Bank shall make it possible for the Holders of the OPK Bank Card to issue and accept bank cheques of the Bank at any of Bank's points of sale that provide such Banking Service.

##### **6.5 Fax banking**

Under the terms and conditions agreed with the Bank in a separate contract, the Client may send to the Bank his/her Orders or, as the case may be, other documents by fax.

- 6.6 OPK card can also be used for other services and under the conditions specified in a separate agreement concluded between the Bank and the Client.

#### **Article 7. Optical Key Card Protection**

- 7.1 The Holder shall be obliged to protect the OPK Card from being misused. The Holder of the OPK Bank Card must not communicate the PIN pertaining to the OPK Bank Card to any other person. The PIN must not be noted down on the OPK Bank Card, kept in the same place as the OPK Bank Card or disclosed to third parties. The Holder of the OPK Branch Card may only disclose the PIN to persons he/she has authorised to use the OPK Branch Card in accordance with these Conditions. When using the OPK Branch Card, the Holder is obliged to abide by the provisions of the OPK Card User's Handbook.
- 7.2 The Holder is obliged to keep the OPK Card in a safe place separately from his/her identity papers, take every necessary step to prevent the OPK Card from being misused, and protect it from physical damage and magnetic field (generated, e.g., by loudspeakers, transformers, magnetic locks or mobile telephones). Further, the Holder must not expose the OPK Card to electric shocks or to extreme changes of temperature. The Holder must

continually make sure that the OPK Card has not been lost, stolen, misused or used without authorisation.

- 7.3 The Holder shall not allow third persons including close relatives (except for persons authorised to use the OPK Branch Card) to use the OPK Card.
- 7.4 The Bank shall block (put a stop on) the OPK Card at the instigation of the Client or Holder or at the Bank's own instigation (including, but without limitation, due to a breach of any obligations of the OPK Card's Holder in respect of the Bank). While being blocked, the OPK Card shall not be functional, and the Bank shall not provide the Holders of the blocked card with any services associated with the OPK Card. The Bank shall inform the client in advance of blocking of the OPK Card at the Bank's instigation and the reasons for this, or if this is not possible, immediately afterwards by telephone, fax, e-mail or registered letter, unless this is at variance with the legal regulations.
- 7.5 In case the OPK Card is lost, stolen or could be misused or used without authorisation, the Holder or any other person shall be obliged to notify the Bank without any unnecessary delay on the Client support telephone number **955 551 553** (option 4), clearly identifying the relevant OPK Card and its Holder, so that the Bank can block (put a stop on) the OPK Card and also stating the circumstances, which are known to him/her in relation to the risk of misuse of the OPK Card. The Bank will block the OPK Card after such notification. The Client's entitlement to request blocking of the OPK Card at the Client's Point of Sale is not affected by this.
- 7.6 If the Authentication of the Holder by means of the OPK Card cannot be completed, the Bank shall be entitled to withhold the OPK Card for the purpose of further investigation. In this case, the Holder or a person presenting the OPK Card shall be obliged to present his/her identity card to the Bank.
- 7.7 Repeated (fivefold) entering of an incorrect PIN shall result in an automatic blocking of the OPK Card's activation. The Bank can reactivate the OPK Card through any of its points of sale within two Business Days after the Holder has notified it of the blocking (at the latest).
- 7.8 The OPK Card is the property of the Bank. The Bank shall be entitled to interrupt the provision of services associated with the OPK Card for serious reasons, especially of a security nature. The Bank shall also be entitled to change, suspend or cancel some or all services provided in association with the OPK Card for the above reasons and without a prior notification. The Bank shall be further entitled to interrupt or suspend the provision of services associated with the OPK Card in cases envisaged by the Insolvency Act <sup>1</sup>.
- 7.9 Electronic communications networks (public telephone lines, mobile network lines, e-mail and fax lines) used for communication between the Bank and the Client according to these Conditions are beyond the Bank's direct control; the Bank is therefore not liable for any damage caused to the Client by their potential misuse. The relevant providers of electronic communications services are obliged to secure such networks and the confidentiality of messages sent via them, as envisaged particularly by Act No. 127/2005 Coll., On Electronic Communications, as amended.
- 7.10 The Client shall discharge his/her duty to inform the Bank as required by these Conditions, particularly under Article 7 hereof, at any of Bank's points of sale, over the telephone at the number **955 551 553** (option 4) or at another telephone number communicated by the Bank. Should the Client fail to fulfil the duty to inform the Bank within 3 Business Days from the day on which such duty has arisen without being prevented from doing so by particularly serious reasons, he/she shall be deemed to fail to notify the Bank without unnecessary delay. Unless the notification has been made in person at a point of sale of the Bank, the Holder (or, as the case may be, the person who has made the notification) shall be obliged to confirm it in writing within 14 Business Days; failing this, the Bank shall unblock the OPK Card.
- 7.11 The Bank shall not be held liable for any unauthorised or erroneously performed payment transactions as envisaged by the General Conditions, for any damage suffered by the Client as a result of a breach of his/her obligations set forth under Article 7 hereof, or for any loss or damage resulting from an incorrect

<sup>1</sup> Act No. 182/2006 Coll., On Bankruptcy and Its Resolution (Insolvency Act), as amended.

authorisation or non-execution of an Order due to reasons caused by the Client or a payee.

- 7.12 The Client shall be held liable for any damage suffered by the Bank as a result of the Client breaching his/her obligations set forth under this Article 7.
- 7.13 The Bank shall not be held liable for cases where the OPK Card cannot be used due to circumstances beyond control of the Bank and/or its partners (e.g., power failure, interruption to the connection with the Bank via a public telephone/Internet network, strike etc.).

#### **Article 8. Termination of the Contractual Relationship**

- 8.1 The Contract shall be discharged upon
- a) the expiry/termination of a contract for opening and maintaining the Account
  - b) the expiry/termination of the contract for opening and maintaining the last of the Accounts
  - c) the Conclusive date
- 8.2 In case that the Holder and the Client are different persons, the Holder's right to handle the funds in the Account using the OPK Card shall expire on the same day on which such person ceases to be the Authorized person with respect to the Account or, as the case may be, on the day the Holder returns the OPK Bank Card to the Bank.
- 8.3 The Client shall be entitled to terminate the Contract at any time by giving written notice, which shall become effective on the first Business Day following the day on which the notice shall have been delivered to the Bank.
- 8.4 The Bank shall be entitled to terminate the Contract at any time by giving written notice, which shall become effective on the last day of the month following the month in which the notice shall have been delivered to the Client, unless the Client to whom the Bank delivers the notice is a Qualified Client, in which case the Bank shall be entitled to terminate the Contract in accordance with the General Conditions.
- 8.5 The Bank's right to cancel the Contract in accordance with the General Conditions shall not be prejudiced.

#### **Article 9. Definition of Terms**

- 9.1 Terms in these Conditions that begin with a capital letter have the following meanings:

**"Account"** shall be any current account or deposit account opened after 1 May 2001 and kept by the Bank, to which the Bank allows access by means of the OPK Card.

**"Authentication"** shall be a verification process under which the Bank, using numerical combinations generated by the OPK Card, verifies the authorisation to utilise a Bank service using the OPK Card.

**"Authorised Individual"** shall be a person included in a Client's Specimen Signature pertaining to an Account.

**"Bank"** shall mean Komerční banka, a.s., registered office at Prague 1, Na Příkopě 33/969, Postal Code: 114 07, IČ (Company ID): 45317054, entered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 1360.

**"Banking services"** shall mean any banking deals, services and products provided by the Bank based on its banking licence, including investment services provided by the Bank acting as a security broker/dealer.

**"Business Day"** shall mean a day that does not fall on a Saturday, a Sunday, a public holiday or other holidays within the meaning of the applicable law, on which the Bank is open for the provision of Banking Services and on which other institutions that take part in the provision of Banking Services, or on which the provision of the Banking Services depends, are open and provide the relevant services.

**"Client"** shall mean a legal or natural person that has entered into the Contract with the Bank.

**"Client's Point of Sale"** shall mean the Bank's point of sale at which the Client's Account is kept.

**"Client support"** shall mean the Bank's telephone service, which is used for primary telephone contact by the Bank with the Client and the Holder

when resolving their requests and queries in connection with the use of the OPK card.

**"Conclusive Date"** shall be a day on which the Bank learns, in a trustworthy manner, about the death of a Client, i.e., a day on which conclusive documents of the fact that the Client died or was declared dead are delivered to the Client's Point of Sale (these documents can be, e.g., death certificate, a court or notary memorandum of performing the inheritance proceedings, decision of the court with a legal power clause concerning the declaration of the Client's death).

**"Contract"** shall be the OPK Contract or a part of another contract entered into by the Bank and Client, establishing the Client's or Holder's right to use the OPK Bank Card or the OPK Branch Card.

**"Corporate Agent"** shall mean a statutory body of a legal person, or members of a statutory body of a legal person who are entitled to act externally on behalf of the legal person.

**"Holder"** shall mean a person entitled to use the OPK Card.

**"Notices"** shall mean communications in which further conditions and technical features of providing the Banking Services are specified in accordance with the General Conditions or relevant Product Terms and Conditions. The OPK Card User's Handbook, without limitation to it, is not a Notice.

**"OPK Bank Card"** shall be an OPK Card that can be used at all points of sale of the Bank.

**"OPK Branch Card"** shall be an OPK Card that can be used only at the point of sale of the Bank at which it was issued.

**"OPK Card"** shall be an identification and authentication instrument enabling the Holders to have access to the Bank Services indicated by the Bank.

**"OPK Card User's Handbook"** is a document published by the Bank at its website, which the Bank is entitled to amend. The OPK Card User's Handbook is not a Notice as envisaged in the General Conditions.

**"OPK Contract"** shall mean a Contract for the issue of the OPK Bank Card or a Contract for the issue of the OPK Branch Card.

**"Order"** shall mean a payment order, i.e., an instruction given by the Client, in which the Client asks the Bank to perform a payment transaction.

**"Payment Order"** shall be a single or multiple Order by the Client to the Bank, in which the Client asks the Bank to make a one-off cashless payment.

**"PIN"** is a personal identification number used for activation of the OPK Card, whose knowledge is a prerequisite for a successful Authentication.

**"Qualified Client"** shall be a Client – Micro-enterprise or Client – Consumer (with respect to the provision of Financial Services) as envisaged in the General Conditions.

**"Serial Number"** is a serial number of the OPK Card printed on the reverse of the OPK Card.

**"Specimen Signature"** shall be a specimen of a signature of an Authorised Individual acceptable to the Bank. The Specimen Signature contains a graphic image of the Authorised Individual's handwritten signature, which is used for verification of his/her identity in order to allow such person to handle the funds in the Account, or submit an application for a Bank Service, or make other agreed-upon steps associated with a Bank Service. The Specimen Signature must contain the same particulars as a power of attorney.

**"Tariff of Fees"** shall mean a list of all charges, other fees and payments for the Banking Services and operations associated with the Banking Services.

#### **Article 10. Final Provisions**

- 10.1 The Bank shall be entitled to amend these Conditions on an ongoing basis in the manner set forth in the General Conditions.
- 10.2 These Conditions repeal and replace the Terms and Conditions of the Issue and Use of the Optical Key Card issued by Komerční banka, a.s. effective as of 1 January 2011.
- 10.3 These Conditions come into effect as of 1 January 2012.