

---

**Article 1 Basic Provisions**

- a) These General Terms and Conditions (hereinafter referred to as the "GTC") of the AMORE Finance, a.s. Company (hereinafter referred to as the "Institution") in regard to the provision of payment services govern the conditions for the provision of payment services by the Institution to the Client pursuant to § 3, Paragraph (1) c), e), f) of Act No. 284/2009 Coll., On Payment System, as amended.
- b) The Terms and Conditions of the Institution are issued in accordance with the provisions of § 1751, Paragraph 1) of Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter referred to as the "Civil Code").
- c) Unless specified otherwise in the Agreement, the Terms and Conditions become a part of any agreement made that is related to the above-mentioned services that are provided by the Institution (hereinafter referred to as the "Agreement"), and determine and supplement certain parts of its content. For the Client these Terms and Conditions are binding provided that the Agreement or any other arrangement between the Institution and the Client also refers to them and that the Client has the opportunity to become acquainted with the Terms and Conditions prior to signing the Agreement. Any contradiction of the provisions of the Terms and Conditions with the provisions of the Agreement does not imply any invalidation nor any ineffectiveness of the unconditional provisions of the Terms and Conditions.
- d) The Client and the Institution that have concluded the Framework Agreement for the Provision of Payment Services may agree, in the manner set forth in these Terms and Conditions and pursuant to their provisions, to negotiate conditions for non-cash foreign currency transactions and for the acceptance of the Client's payment order by the Institution. For this activity, the Payment Institution is authorised by the Czech National Bank's licence to operate the payment institution No. 2017/044283/CNB/570.
- e) In accordance with the Czech law, the Payment Institution is a legal entity the activity of which is subject to supervision of the Czech National Bank and is governed by Act No. 284/2009 Coll. On Payment System, as amended, by Act No. 253/2008 Coll., On Certain Measures Against the Legalisation of Proceeds from Crime and Financing of Terrorism, as amended and by Act No. 69/2006 Coll., On the Implementation of International Sanctions, as amended, and the other legal standards.
- f) The Institution shall be entitled to divide the GTC into several sections and to change them individually (e.g. when announcing a new version) or to change the entire GTC (e.g. to announce their completely new wording). The Institution shall be entitled to propose a change in an Agreement to the Client, based on which the Client executes his/her payment transactions (i.e. a Framework Agreement), and in these GTC, including the Pricelist. The proposal to change the Agreement shall be presented to clients at least 2 months prior to the date of the proposed amendment effect of the change to the Agreement, through the communication channel that has been agreed between the Institution and the Client at the time of the concluding of the Framework Agreement for the provision of the services by the Institution (hereinafter referred to as the "FA"). It is considered that the Parties has agreed upon a change (i.e. that the Client has accepted the change) if (i) the change proposal has been provided to the Client within the agreed time limit and in the manner that is set forth in Article 1 (f), (ii) the Client has not rejected the proposal for a change, (iii) in the proposal the Institution has informed the Client about any possible consequences, (iv) in the proposal of a change the Institution has informed the Client of his/her rights to terminate the FA free of charge and with immediate effect prior to the effective date of the changes. If the Client rejects a proposal for a change to the Agreement and does not use his or her right in accordance with the previous sentence, the Institution automatically considers the FA on the basis of which the Client executes his/her payment transactions as having been terminated.
- g) The effectiveness of the existing Terms and Conditions or their parts terminates with the coming into effect of the new Terms and Conditions and/or their relevant parts. The Institution shall also make available a new complete text of the Agreement or of the Terms and Conditions at the Institution's headquarters and on the Institution's website.

---

**Article 2 Terms**

- a) "Institution" is the AMORE Finance, a.s. Company, with its Registered Office at Jindřišská 901/5, Nové Město, 110 00 Prague 1, Company ID No.: 05735301, incorporated in the Commercial Register held by the Municipal Court in Prague, Section B, File 22177
- b) "Client" is a natural person or a legal entity that has concluded an Account Management Agreement with the Institution.
- c) "Pricelist" refers to the Pricelist of the financial transactions and services that is issued by the Institution. The Pricelist also comprises a part of the Agreement.
- d) "Account" represents a current account that the Institution manages on its Nominee Account for its clients
- e) "Minimum account balance" represents the minimum amount of funds that must be on the account at anyone time
- f) "Account number" represents the account identification number at the Institution
- g) "Credit balance" refers to an account balance that is greater than zero and is expressed in the currency of the account.
- h) "Account maintenance statement" is a written document that is issued by the Institution and confirms the existence of the account together with all the account parameters
- i) "Account holder" is the person who is listed in the Agreement as the Account Holder
- j) "Authorised person" is the person who is authorised to handle the account pursuant to the provisions of Article IV of the Terms and Conditions.
- k) "Monetary institution" is a bank or another credit institution or a branch of a foreign bank or of another foreign credit institution.
- l) "Politically exposed person" is a person in accordance with the definition of a politically exposed person in the relevant legal regulation. Pursuant to Act No. 253/2008 Coll., On Certain Measures Against the Legalisation of Proceeds from Crime and on Financing of Terrorism, as amended by Act No. 368/2016 Coll., a politically exposed person is:
  - a) a natural person who is, or has previously been, operating in a major public function of national or regional importance, such as, specifically, a Head of State, a Prime Minister, the Head of the Central Government Authority and his/her representative (or as a Deputy or as a State Secretary), a Member of Parliament, a member of the governing body of a political party, the Chief Executive of the Territorial Self-Government, a Supreme Court Judge, a Constitutional Court Judge or a judge at another supreme judicial body against whose decisions, in general, exceptions cannot be made, a member of the Central Bank Board, a High Armed Force or Corps Officer, a member or a member's representative (if it is a legal entity) of the statutory body of a business corporation that is controlled by the State, an ambassador or the head of a diplomatic mission, or a natural person who is or has been carrying out a similar function in another state or in an institution related to the European Union or in another international organisation,
  - b) a natural person who is:
    - 1. a person that is close to the person who is referred to in point a),
    - 2. a shareholder in or an actual owner of the same legal entity or of a trust fund or of another legal entity without a legal personality as the person referred to in point a), or about which the authorised person knows that it is in any other close business relationship with the person referred to in point a), or
    - 3. the actual owner of the same legal entity or of a trust fund or of another legal entity without a legal personality about which the authorised person knows that they have been established on behalf of the person referred to in point a)
- m) "Actual owner" is a person according to the definition of the actual owner as defined in the relevant legal regulation. Pursuant to Act No. 253/2008 Coll., On Certain Measures Against the Legalisation of Proceeds

from Crime and on Financing of Terrorism, as amended by Act No. 368/2016 Coll., the actual owner is a natural person who has a legal or a factual right to directly or indirectly implement his/her decisive influence in a legal entity, a trust fund or in another legal entity without a legal personality. It is considered that upon fulfilment of the conditions in accordance with the previous sentence the actual owner is:

- a) in the case of a business corporation - a natural person
  1. who independently or jointly with the persons acting in concert with him/her, either owns more than 25% of the voting rights of that business corporation or has a share of more than 25% of the registered capital,
  2. who independently or jointly with the persons acting in concert with him/her controls the person referred to in Point 1,
  3. who is to be the beneficiary of at least 25% of the profits of that commercial corporation, or
  4. who is a member of a statutory body, a representative of a legal entity of that body or is in a position with a similar status as the member of a statutory body, unless there is an actual owner or unless s/he can be determined in accordance with Points 1 to 3,
- b) in the case of an association, a general beneficial company, an owners association, a church, a religious society or another legal entity under the law governing the status of churches and religious societies - a natural person
  1. who owns more than 25% of its voting rights,
  2. who should be a beneficiary of at least 25% of the funds distributed by it, or
  3. who is a member of a statutory body, a representative of a legal entity of that body or is in a position with a similar status as the member of a statutory body, unless there is an actual owner or unless s/he can be determined in accordance with Point 1 or 2,
- c) in the case of a foundation, an institute, an endowment fund, a trust fund or any other legal entity without a legal personality - a natural person or a real owner of the legal entity who is in the position of
  1. a founder,
  2. a trustee administrator,
  3. a beneficiary,
  4. a person in whose interest a foundation, an institute, an endowment fund, a trust fund, or any other arrangement without a legal personality has been founded, if the beneficiary has not been designated, and
  5. a person authorised to exercise supervision over the management of a foundation, an institute, an endowment fund, a trust fund or any other legal arrangement without a legal personality.
- n) "Payment order" is an instruction to the provider by which the payer or the payee requests a payment transaction
- o) "Payment service" for the purposes of this document and of the Framework Agreement for the Provision of Payment Services is the execution of a transfer of funds where neither the payer nor the payee uses a payment account held by the payer's provider. Payment service is not a currency exchange activity
- p) Payment transactions (hereinafter also referred to as "transactions") can be divided in terms of currency and place of execution into payment transactions:
  - a. executed in CZK within the Czech Republic
  - b. in EUR, where the transaction is executed exclusively within the countries of the European Monetary Union (hereinafter referred to as the "EMU")
  - c. executed in other currencies
- q) "Nominee account" is the Institution's account with a bank or other credit institution or branch of a foreign bank or any other foreign credit institution, pursuant to § 41f (1) and § 41f (7) of the Banking Act, where

---

the Client's funds are cleared according to a unique identifier

- r) "Unique identifier" is the client number assigned to the Client by the Institutions under which the Client is recorded by the institution.
- s) The FATCA agreement refers to: the agreement reached between the Czech Republic and the United States of America on the improvement of international tax compliance with regard to the legal regulations of the United States concerning information and its notification that is generally referred to as the Foreign Account Tax Compliance Act. The FATCA entered into force on the basis of Article 10 (1) on the 18<sup>th</sup> December 2014 and it has been published in the Collection of International Treaties No. 72/2014.
- t) "CRS" refers to: the Common Reporting Standard that was developed by the Organisation for Economic Co-operation and Development (OECD), concerning the automatic exchange of information in the field of taxation. The CRS was implemented within the Czech rule of law by an amendment to Act No. 164/2013 Coll., On international co-operation in tax administration with effect from the 6<sup>th</sup> April 2016

### Article 3 Opening an Account

- a) Accounts are established solely as name accounts. Deposits on accounts are insured in accordance with the applicable laws
- b) The Institution will establish an account for the Client on the basis of the conclusion of a written Account Maintenance Agreement between the Institution and the Client or on the basis of another agreement (e.g. a FA)
- c) The account is specified either in the Account Maintenance Agreement or in the Account Management Statement
- d) Deposits and withdrawals can only be made in a cashless manner
- e) When establishing an account, an Institution's employee is entitled to ask a natural person who is requesting the establishment of an account to present a card proving his/her identity in accordance with Article XIX of the Terms and Conditions; this is similarly applicable to natural persons who are acting on behalf of or representing a legal entity, who must, however, also prove the existence of their legal entity and the legitimacy of their activities when they are representing their legal entity.
- f) In justified cases and after a prior written notification to the Client, the Institution is entitled to change the account numbers.
- g) In justified cases and after a prior written notification to the Client, the Institution is entitled to terminate the Agreement.
- h) When maintaining the accounts in compliance with the provisions of the agreement, the Terms and Conditions and the Price List the Institution is obliged specifically to:
  - a. Accept payments on the account
  - b. to execute non-cash payment from the account to an account held by the Institution, by another bank or by another financial institution in accordance with the orders of the Account Holder or another authorised person from the funds deposited in the account
- i) In compliance with the provisions of the Agreement, the Terms and Conditions and the Pricelist, the Account Holder is obliged specifically:
  - a. to fulfil all of the obligations set forth in the Agreement, in the Terms and Conditions, in the Pricelist and in any other relevant contractual and legal regulations
  - b. to pay the Institution for account maintenance, for making payments and for other services and activities listed in the Pricelist, in particular for activities and services in any way related to the establishment and maintenance of the account, whether these activities are carried out by the Institution at the Client's request or upon the request or another initiative of a third party
  - c. if the Account Holder establishes an account (or uses it) for a purpose other than for the (basic) purpose that the account serves in accordance with these Terms and Conditions and the specific

- type of Agreement that the account was based on, to communicate to the Institution the purpose of the business relationship
- j) Unless the Client notifies the institution otherwise, the purpose of the business relationship (for the purposes of registration in accordance with Act No. 253/2008 Coll., as amended) is
- a. the organisation's current payment system (if the client is a legal entity), the current payment system used by a natural person and entrepreneur (if the client is a natural person and entrepreneur) or the current payment system used by a household (if the client is a natural person) - in the case that such a business relationship is an agreement on the basis of which the Institution manages the Client's current account and provides the related services
  - b. access to a foreign account and, when applicable, the handling of the funds on such an account - if such a business relationship is an electronic account management agreement in a situation in which such a client does not have an account with the Institution that becomes available to him/her based on a relevant agreement
- k) Unless the Client or the person representing him/her informs the Institution otherwise, it is considered and the Client declares that neither the Client, the actual owner of the Client nor any member of the Client's statutory body is a politically exposed person. Unless the Client or the person representing him/her has an agreement with the Institution that includes information that the Client or the actual owner of the Client or a member of the Client's statutory body is a politically exposed person and if s/he has not provided this information to the headquarters of the Institution nor in any other form nor in any other manner that can be defined or accepted by the Institution, it is considered that and the Client declares that such a person is not a politically exposed person.
- l) Unless the Client or the person representing him/her informs the Institution otherwise, the Client (who is a legal entity or a natural person and entrepreneur) declares that s/he does not have any branches, nor organisational units nor other establishments in any country other than the one in which s/he has his/her Registered Office. If such a Client notifies the institution that s/he has a branch, an organisational unit or an establishment in a country other than the one in which s/he has his/her Registered Office, the Client declares that such a statement is complete (as regards the identification of all such countries) and up-to-date.
- m) The Client shall immediately inform the Institution in writing if any of the affidavits referred to in Paragraphs 9, 10 and 11 of this Article should become untrue, or in the event of any change in any of the factual statements or facts or information communicated by the Client about the actual owner of the Client; in such a case, s/he is obliged to promptly deliver to the Institution a new affidavit (or another notification that can be accepted by the Institution) containing complete, true and up-to-date information that the Client, the actual owner of the Client and/or the member of the Client's statutory body is a politically exposed person, information where is located a branch, an organisational unit or another establishment the Client who is a legal entity or a natural person (an entrepreneur) or information about a change concerning the actual owner of the Client. The Client is also obliged to provide the Institution - upon its request - with a valid declaration as to whether the Client, the actual owner of the Client and/or the relevant member of the statutory body of the Client is a politically exposed person, and about the country in which it has its branch, organisational unit and/or some other establishment.

#### **Article 4 Account Maintenance**

- a) Considered as the account maintenance are, in particular, the conclusion, the amendment or the termination of the Agreement, the authorisation of other persons to handle the account or their authorisation to dispose of the funds in the account. Dealing with the account also includes the management of the funds that are in that account.
- b) The Account Holder is authorised to manage the account. Any person other than the Account Holder

---

may only handle the account on the basis of a power of attorney that has been granted by the Account Holder and on which his/her signature has been officially certified (hereinafter also referred to as the "Authorised Person").

- c) The institution may refuse to carry out a transaction on the account if it is inconsistent with the law, the decision of the judicial or the administrative authorities, with the Agreement or with these Terms and Conditions.
- d) The Institution reserves the right to restrict the availability of funds in the account (or with a certain amount of funds), in particular because of enforcement of a decision.

#### **Article 5 Security**

- a) For communication with the Institution the Client or the Authorised Person is obliged to only use electronic devices that are properly secured against abuse; specifically by using the official and updated software. When logging in to the Institution's website, to check in the browser row that the address starts with https://
- b) In the case of any maladministration the Client is obliged to notify the Institution immediately and to abstain from any activities, in particular the entering of the login data.
- c) The Client is obliged to secure any electronic device by using an antivirus programme and a firewall and to regularly update these programmes in accordance with the manufacturer's recommendations
- d) The client is obliged to abstain from using public unsecured Internet access, especially WiFi.

#### **Article 6 Accounts**

- a) The institution manages the Client's Account in the Nominee Account
- b) The list of Nominee Accounts constitutes an integral part of the Agreement, the FA and the GTC
- c) The account is used for carrying-out non-cash payment transactions and for exchanging one country's currency for a different currency
- d) The Institution maintains the Client's account with multiple banks, other credit institutions, or foreign bank branches or other foreign credit institutions in multiple currencies under more than one Client number.
- e) The Institution does not charge the Client's account by requiring interest

#### **Article 7 Payment Transactions**

- a) The Institution undertakes to accept payments made to the Client's account and also to make payments from the account.
- b) Non-cash transfers in favour of the Client's account must be properly identified; in particular in accordance with the variable symbol, which is always a clear identification (based on the Client number), or by using a specific symbol or information for the recipient/purpose of the payment.
- c) Non-cash transfers from the Client's account are carried-out without undue delay. On the payment order the Client should provide all the information that is required by the Institution. Additionally optional information may be added such as due date, the variable symbol, the specific symbol, the constant symbol, any text message and the issue date of the order for the settlement.
- d) The Institution may ask for all the transfer documentation in accordance with the Act implementing measures against the legalisation of proceeds from crime and the financing of terrorism. We comply with legal obligations in this area to prevent abuse of the financial system to legalise proceeds from crime and to finance terrorism and to create the conditions for detecting such conduct

---

**Article 8 FATCA and CRS**

- a) The Institution does not enable the opening of an account to citizens or tax residents of the United States of America
- b) The Institution only enables the opening of an account to non-financial entities outside the United States of America with the proviso that none of its controlling entities are specified as US persons, nor as US citizens or residents
- c) The Client is obliged to always cooperate with the Institution and to provide it with the requisite assistance in regard to identifying and verifying his/her FATCA status

**Article 9 Final Provisions**

- a) The Client is entitled to file a complaint about the processing of which the Client would be informed without undue delay and in no instance later than within 30 calendar days, via the information channel that has been agreed upon
- b) The Institution is authorised to deduct funds from the account for the necessary payments to third parties.
- c) The Client is obliged to pay any fees that the Institution is entitled to charge in due time and in full.
- d) The Institution will process personal data about clients as a liable entity in accordance with the provisions of Act No. 253/2008 Coll., as amended, and it is obliged to process personal data also for the purpose of preventing the legalisation of proceeds from crime and the financing of terrorism
- e) The Institution retains confidentiality about all the facts concerning the maintained accounts. The Institution is authorised to provide this information only in the following cases:
  - a. At the request of the Client and to the extent specified therein.
  - b. If the Institution is required to do so based on a generally valid legal regulation within the scope of the Bank's obligations under this regulation.
- f) The Institution uses its own announced exchange rates
- g) The Client can communicate with the Institution by mail or e/mail, unless this is excluded in the specific case
- h) Agreements between the Client and the Institution are concluded and the communication between the Client and the Institution takes place in the Czech language, unless otherwise agreed individually.
- i) The Institution provides information or makes it available to the Client in particular via written documents, websites and personally at the headquarters of the Institution
- j) Agreements, based on which payments are executed shall be concluded for an indefinite period of time. The Client is entitled to terminate such an Agreement for any reason. The Institution is entitled to terminate such an Agreement for any reason. The Client is obliged to deliver his/her notice to the address of the Institution's Registered Office. The Agreement expires upon the expiration of the notice period.
- k) These Terms and Conditions have been promulgated and become effective on the 27<sup>th</sup> March 2017.

Ondrej Spodniak, LL.M., m.p.

Member of the Board of Directors