

**BUSINESS TERMS AND
CONDITIONS FOR
MAINTENANCE OF
A SPECIAL ACCOUNT FOR
INCREASING REGISTERED
CAPITAL**

UNICREDIT BANK

CZECH REPUBLIC, A.S.

UniCredit Bank Czech Republic, a.s. (hereinafter referred to as the "Bank") establishes and maintains special accounts in Czech crowns and in foreign currencies opened for the purpose of increasing registered capital (hereinafter referred to as the "Special Account") in accordance with the applicable legal regulations of the Czech Republic for legal entities.

1. The Bank establishes the Special Account on the basis of an agreement concluded between the Bank and the company increasing its registered capital, or, as the case may be, the person it entrusts to do so (hereinafter referred to as the "Account Owner").

2. The Account Owner may request the Bank to establish the Special Account for depositing funds within the period from transferring the deposits for increasing the registered capital until the day of the increase in registered capital, the denial of the proposal for increasing the registered capital, or the termination of the procedure for increasing the registered capital due to an irremediable deficiency in a procedural condition or withdrawal of the proposal for the increase.

3. The Account Owner is obliged to submit to the Bank its extract from the Commercial Register and the original or an officially verified copy of the proposal for registering the increase in registered capital with an indication of its acceptance by the respective registration court.

4. The respective funds are transferred to or deposited in cash in the Special Account.

5. The Account Owner is obliged to ensure that only such funds that will serve for increasing the registered capital are transferred or paid to the Special Account.

6. The Bank is entitled to cancel the Special Account if the value of the credit turnover has reached 100% of the increased value of the registered capital and the entire account balance was transferred to another account of the client.

7. The Bank undertakes to issue to the Special Account Owner upon request a written confirmation as to the amount of funds deposited therein.

8. The Bank is obliged to enable the Account Owner to dispose with the funds in the Special Account:

a) as of the day of submitting to the Bank the documentation on the increase in registered capital, i.e. the original or officially verified copy of a final ruling of the registration court;

b) as of the day that the Account Owner presents to the Bank the original or officially verified copy of a final ruling of the respective registration court on denying the entry of the increase in registered capital, the original or officially verified copy of a final court ruling on terminating the procedure for increasing the registered capital due to an irremediable deficiency in a procedural condition, or the original or officially verified copy of a withdrawal of the proposal for increasing the registered capital with an indication of its acceptance by the respective registration court.

The Special Account Owner acknowledges this restriction on disposing with the funds.

9. All deposits into the Special Account are insured according to law.

10. The contracting parties have agreed that the Bank is entitled to a fee in the amount stated in the valid Price List for administering the funds taken over from the Account Owner. The Bank is entitled to debit this fee from the Account Owner's current account maintained at the Bank, or the Account Owner can pay it in cash on the day of concluding the account maintenance contract.

11. These Business Terms and Conditions supplement the General Business Terms and Conditions of UniCredit Bank Czech Republic, a.s. The Bank reserves the right to amend these Business Terms and Conditions.

12. Notifications of changes are posted in all the Bank's business premises as well as on its web site, www.unicreditbank.cz. Changes posted in this manner are binding for clients from the day of their publication, unless expressly agreed otherwise.

13. These Business Terms and Conditions take effect on 1 November 2009.